

# *Contract Agreement*

between

**THE PATERSON SCHOOL DISTRICT**

and

**THE PATERSON EDUCATION  
ASSOCIATION**

**1994 - 1997**



**PEA - PCEA - NJEA - NEA**

## **THE PATERSON SCHOOL DISTRICT**

**Dr. Laval S. Wilson**  
State District Superintendent

**Dr. H. Benjamin Williams**  
State District Assistant Superintendent

**Dr. Clarence C. Hoover, III**  
Assistant Superintendent for Curriculum and Instruction

**Dr. Nancy A. Jorgensen**  
Director of Labor Relations

**Mrs. Philomena Pezzano**  
Director of Personnel

**Louis Flora, Esq.**  
General Counsel

**Dr. David Noriega**  
Compliance & Long Range Planning Officer

**Dr. Anna DeMolli**  
Assistant Superintendent,  
School Operations

**Robert Davis**  
Business Administrator

**Ms. Emilie Renna**  
Assistant Superintendent,  
School Operations

**Dr. Judith Sampson-Kronin**  
Executive Assistant to the Superintendent

**Dr. E. Jean Stepherson**  
Assistant Superintendent,  
School Operations

**Zaida Mostacero**  
Ombudsperson

## **THE PATERSON EDUCATION ASSOCIATION**

**Mr. Peter A. Timi**  
President

**Ms. Barbara Tanis**  
1st Vice President

**Ms. Toni Gennarelli**  
3rd Vice-President

**Mr. James Joyner**  
2nd Vice-President

**Ms. Amelia Bria**  
Recording Secretary

**Mr. Mitchell Izenberg**  
Treasurer

**Mr. Floyd Lewis**  
Corresponding Secretary

## **Paterson Board of Education**

Mr. Charles Walker  
Chairperson

Ms. Nilda Torres  
Vice-Chairperson

Ms. Malikah Abdullah  
Board Member

Mr. Joseph P. Barbieri  
Board Member

Ms. Joyce Duncan  
Board Member

Mr. Alonzo Moody  
Board Member

Ms. Sheila Owens  
Board Member

Mrs. Anna Maria Vancheri  
Board Member

Mr. Jose' Angel Villalongo  
Board Member

## **The Negotiating Teams**

### **PATERSON SCHOOL DISTRICT**

Dr. Nancy A. Jorgensen  
Director of Labor Relations

Dr. H. Benjamin Williams  
State District Assistant Superintendent

Mr. Charles Lighty  
Principal, Eastside High School

Russell J. Schumacher  
Esq., Labor Counsel

Rev. Joseph Robinson, Jr.  
Parent Representative

Ms. Mallika Chowdhury  
Parent Representative

Mr. William McCoy  
Parent Representative

### **PATERSON EDUCATION ASSOCIATION**

Mr. Peter A. Tirri  
President

Ms. Elizabeth Campanile  
NJEA Field Representative

Mr. James Joyner  
Second Vice President

Ms. Toni Gennarelli  
Third Vice President

Ms. Amelia Bria  
Recording Secretary

Mr. Mitchell Izenberg  
Treasurer

Ms. Kathy Hals

Mr. Floyd Lewis

Ms. Doreen Piscatelli

Mr. Nat Bailey

Ms. Norma Ray

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## **PREAMBLE**

This agreement is entered into this first day of July, 1994 by and between the Paterson Public Schools, hereinafter called the "District" and the Paterson Education Association, hereinafter called the "Association".

The Association and the administration jointly recognize the need for improved student achievement in our schools. The parties also acknowledge joint responsibility and accountability to improve the present system. It is believed that a new approach should be implemented together for the benefit of Paterson's students. In support of this effort, the parties commit to an educational assistance plan to enhance performance, the components of which are included in this Agreement and consist of:

- a peer assistance program
- the elimination of non-instructional duties to provide for increased student contact time
- the establishment of a staff attendance incentive program
- the provision of preparation time for all instructional staff members
- the establishment of a school performance bonus program

The parties further agree to jointly design and implement:

- a district-wide student code of discipline
- district-wide promotional standards
- alternative approaches for "At-Risk " students

Furthermore, during the time the Paterson school system functions as a state operated school district, references to the "Board" or the "Board of Education" shall refer to the "Advisory Board" as established in the legislation. Upon the removal of the "State Operated District" designation, said references shall be deemed to refer to the elected or appointed Board of Education.

## **WITNESSETH**

**WHEREAS**, the District and the Association recognize and declare that providing a quality education for the children of the Paterson School District in their mutual aim, and,

**WHEREAS**, the District has an obligation, pursuant to Chapter 123, Public Laws 1975, as amended to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and,

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in the Agreement, be it

**RESOLVED**, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I RECOGNITION**

### **1:1 REPRESENTED STAFF**

The District hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, employed or to be employed by the District including the following positions:

Instructional Certificated positions \*(including staff holding emergency and/or provisional certification, but excluding Substitutes)

Education Services Certificated positions \*(excluding staff members serving under a Director of Student Personnel Services certification)

Athletic Directors (if serving in non-supervisory roles)

Attendance Officers

Dental Assistants

Instructional Assistants, (excluding hourly paid Lunchroom Monitors)

School/Community Program Coordinators or other Parent Liaison staff

Secretarial/Clerical Staff, (including Employee Benefit Specialists, but excluding Confidential Secretaries as designated by law or regulation)

Registrars

Telephone Operators

Security Guards, (employed directly by the District)

\* as defined in the State of New Jersey Department of Education Certification Manual, law, or regulation.

...and all other positions whose salaries are included as part of this Agreement and who have a community of interest with the members of the negotiations unit as defined above, but excluding all others.

### **1:2 EMPLOYEE DEFINED**

Unless otherwise indicated, the term "employee" or "staff member" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit defined above.



**ARTICLE 2**  
**NEGOTIATIONS OF SUCCESSOR AGREEMENT**

**2:1 DEADLINE DATE**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1975, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment.

Such negotiations shall begin not later than 120 days before the required budget submission date for the District, in the last contractual year of this agreement. Any agreement so negotiated upon ratification shall apply to all employees covered under this collective bargaining agreement, be reduced to writing, be signed by the State District Superintendent and the Association and be adopted by the District.

**ARTICLE 3  
GRIEVANCE PROCEDURE**

**3:1 DEFINITIONS**

**3:1-1 Grievance**

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.

**3:1-2 Aggrieved Person**

An "aggrieved person" is the person or persons making the claim.

**3:1-3 Party in Interest**

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

**3:2 PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**3:3 PROCEDURE**

**3:3-1 Time Limits**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

The parties agree, however, that any claim or grievance must be filed in writing at the most appropriate level within thirty-five (35) calendar days of the occurrence of the event.

**3:3-2 LEVEL ONE - Principal or Immediate Supervisor**

**3:3-2.1** An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative.

### **3:3-3 LEVEL II -State District Superintendent or Designee**

**3:3-3.1** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, s/he may file the grievance, in writing, with the Association within five (5) school days after the decision or within ten (10) school days after the grievance was presented, whichever is sooner.

**3:3-3.2** Within five (5) school days after receiving the written grievance, the Association shall refer it to the district Superintendent, or designee, who shall have the authority to resolve the grievance.

**3:3-3.3-1** The written application for a Level Two hearing shall include the reasons for the employee's dissatisfaction with the earlier determination. In addition, the application for Level Two hearing shall include Article(s) of the Agreement claimed to have been violated; a dated copy of the written grievance discussed at the Level One hearing, including the signature of the grievant, the Association representative and the principal/immediate supervisor who heard the matter; and the relief sought by the grieving parties.

**3:3-3.3-2** In those cases where the grievance form is not signed by the principal or immediate supervisor when the written grievance is presented at the Level One hearing, the district will hear the grievance at Level Two upon presentation by the Association.

**3:3-3.3-3** Whenever possible and known by the Association, the application of a Level Two hearing shall include identification of all persons aggrieved by the violation and calculation of the cost (if any) of the relief sought.

**3:3-3.4** The aggrieved person shall have the right to be present and heard at Level Two.

**3:3-3.5** The Superintendent, or designee, and the Association President shall jointly establish a monthly calendar of Level II meetings. Said schedule shall be established in September of each school year.

**3:3-3.6** All grievances filed at Level Two within five (5) working days prior to the date of the Level Two meeting shall be heard at the time of the monthly meeting. Said meeting may be postponed or canceled by mutual agreement of the parties. The Level Two hearing shall consist of a presentation of each grievance by the representative(s) of the Association. The State District Superintendent, or his/her designee, may request additional information or documentation as agreed by the parties which may be needed to consider the merits of the grievance.

**3:3-3.7** The Superintendent or designee shall notify the Association of his/her determination within ten (10) school days following the hearing.

**3:3-3.8** Within fifteen (15) calendar days following the Level Two hearings, representatives of the parties shall review pending grievances already presented at Level Two to determine which have been resolved, which remain unresolved, and which shall be presented for hearing at Level Three according to the timelines established in this Agreement. This review

**3:3-3.8** Within fifteen (15) calendar days following the Level Two hearings, representatives of the parties shall review pending grievances already presented at Level Two to determine which have been resolved, which remain unresolved, and which shall be presented for hearing at Level Three according to the timelines established in this Agreement. This review may occur either through an in-person meeting, telephone conversation, written letter or facsimile transmission.

### **3:3-4 LEVEL THREE - Arbitration**

#### **3:3-4.1 Hearings**

**3:3-4.1-1** Within five (5) calendar days of said review (or within twenty (20) calendar days of the Level Two bearing if no such review is held), if the Association is not satisfied with the disposition of the grievance, or if no decision has been rendered, the Association shall indicate in writing to the District those cases for which arbitration shall be held according to the timelines established in this Agreement.

**3:3-4.1-2** Grievance hearings shall be held at a mutually acceptable site at 10 a.m. of each arbitration date.

**3:3-4.1-3** Grievances will be heard by the arbitrator in the month following their presentation at Level Two of this procedure, or if no bearing is granted in the immediate case, the month following the grievance's filing at Level Two. Grievances may be scheduled for arbitration at a later date by the mutual consent of the parties. In no case will a grievance be scheduled for a Level Three hearing more than three (3) arbitration sessions following the date upon which it would have been scheduled in accordance with this Section.

**3:3-4.1-4** Level Three hearings held with the designated arbitrator shall be scheduled by the parties on the next-to-last working day of each month or on such other date as may be mutually agreed upon by the parties and the arbitrator so that each monthly hearing is held.

#### **3:3-4.2 Decisions**

**3:3-4.2-1** The arbitrator so selected shall confer with the representatives of the District and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him.

**3:3-4.2-2** The arbitrator's decision shall be in writing and shall set forth his/her findings in fact, reasoning and conclusions on the issues submitted.

**3:3-4.2-3** The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

**3:3-4.2-4** The decision of the arbitrator shall be submitted to the District and the Association and shall be final and binding on the parties in all issues specifically pertaining to this Agreement. It shall be advisory on all other issues not covered by this Agreement.

### **3:3-4.3 Participants**

**3:3-4.3-1** Whenever possible, the Association shall provide, the names, positions, worksites of any unit member it intends to call to testify during these hearings at least three (3) working days prior to a Level Three hearing. Upon request, the Association will be provided with such similar list from the District at least three (3) working days prior to such hearing.

**3:3-4.3-2** The Association shall be entitled to have present for these hearings its President and one other school system designee with no loss of pay or leave days. In addition, the District agrees to permit grievants and those staff members as may be requested by the Association for the purposes of providing testimony to be excused from their assignments during the time that they are required to attend such hearings with no loss of pay or leave days.

### **3:3-4.4 Cancellations**

**3:3-4.4-1** Either party may cancel the arbitration date for that month if no grievances are scheduled to be heard.

**3:3-4.4-2** The parties agree that should a scheduled arbitration session be canceled within five (5) school days of the scheduled hearing, the party requesting the cancellation shall be solely responsible for payment of the arbitrator's fee for one day. Arbitrators fees for cancellations outside of this time frame shall be divided between the parties as provided for in other sections of this Article.

### **3:3-4.5 Selection of Arbitrators**

**3:3-4.5-1** The parties agree to designate three (3) arbitrators from the Public Employment Relations Commission (PERC) who shall serve the parties in accordance with the terms of this Agreement.

**3:3-4.5-2** The selected arbitrators shall serve the district on a rotating monthly basis for the term of their appointment.

### **3:3-4.6 Removal/Replacement of Arbitrators**

**3:3-4.6-1** A member of the arbitration panel serving the district may be removed effective September 1 on the written request of either party upon the condition that the excluding party notify the other party and the arbitrator of such desire to exclude not later than June 15.

**3:3-4.6-2** The parties agree that in order to maintain continuity in the Panel process, each party shall be limited to the removal of one panel member each during each school year.

**3:3-4.6-3** Replacements for arbitrators removed from the panel shall be by mutual consent, either by discussion or the procedure established for selection as cited in this section.

**3:3-4.6-3.1** Within twenty (20) working days of the notification by either party of the removal of an arbitrator from the panel, the parties shall attempt to agree upon a mutually acceptable replacement for each arbitrator excluded, and shall obtain a commitment to serve from the arbitrator.

**3:3-4.6-3.2** If the parties are unable to agree upon an acceptable replacement arbitrator, or to obtain a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedure of the New Jersey Public Employment Relations Commission.

**3:3-4.6-4** Upon selection, the arbitrators shall be notified by the parties.

#### **3:3-4.7 Payment to Panel Arbitrators**

Arbitrators shall be paid at their usual and customary rate as follows:

**3:3-4.7-1** One day of hearings, regardless of whether or not the arbitration date is held and regardless of the number of cases presented in that day.

**3:3-4.7-2** One day of study for each case heard on the day of the hearings.

**3:3-4.7-3** The cost for the services of the arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the District and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **3:3-4.8 Limitation on Binding Arbitration**

It is expressly agreed that the binding arbitration provided herein shall not be applicable to:

(a) The substance of a determination to withhold an increment for educational reasons (procedural defects in observation or evaluation shall be subject to binding arbitration).

(b) Class size and assignments

(c) Medical coverage pursuant to the terms of Article 26:1-2.6.

(d) Productivity Compensation awards as found in Article 24:4-2.4

### **3:4 RIGHTS OF EMPLOYEES TO REPRESENTATION**

#### **3:4-1 Employee and Association**

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### **3:4-2 Reprisals**

No reprisals of any kind shall be taken by the District or any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

### **3:5 MISCELLANEOUS**

#### **3:5-1 Group Grievance**

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the State District Superintendent, or designee, directly and the processing of such grievances shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

#### **3:5-2 Written Decisions**

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing and shall set forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

#### **3:5-3 Separate Grievance File**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file in the office of the Superintendent and shall not be kept in the personnel file of any of the participants.

#### **3:5-4 Forms**

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

### **3:5-5 Meetings and Hearings**

All meetings and hearings under this procedure shall not be conducted in public and shall include only said parties in interest and their designated or selected representative, heretofore referred to in this ARTICLE.



## **ARTICLE 4 EMPLOYEE RIGHTS**

### **4:1 RIGHTS AND PROTECTION IN REPRESENTATION**

Pursuant to Chapter 123, Public Laws 1975, the District hereby agrees that every employee of the District shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the Laws of the State of New Jersey, the District undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### **4:2 STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere, except however, use of the grievance procedure shall be the sole and exclusive remedy, if chosen.

### **4:3 JUST CAUSE PROVISION**

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the District or any agent or representative thereof, shall be subject to the grievance procedure herein set forth in all other cases, except as more specifically limited by another provision of this Agreement.

### **4:4 REQUIRED MEETINGS OR HEARINGS**

Whenever any employee is required to appear before the State District Superintendent or his/her designee, District or any committee member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given written notice of the reasons for such meetings or interview four (4) school days prior to its occurrence whenever possible, and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

### **4:5 EVALUATION OF STUDENTS**

The teacher shall maintain the exclusive right and responsibility to determine the grades and other evaluations of students within the grading policies of the Paterson School District based upon his/her given professional judgment of available criteria pertinent to any given

subject area or activity to which he/she is responsible. Any change in grade shall be initialed by the administrator making or authorizing the change on the permanent record form of the student.

#### **4:6 ASSOCIATION IDENTIFICATION**

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

#### **4:7 CRITICISMS - PUBLIC**

Any questions or criticisms by a supervisor, administrator or Board member of any employee or his/her instructional methodology shall be made in confidence and not in any public gathering nor in the presence of students, parents, or other employees, with the exception of Association representatives acting in that capacity. Direct orders made to staff members by administration in emergency situations (i.e. fire drills, etc.) may be excluded from the provisions of this Section.

## **ARTICLE 5 ASSOCIATION RIGHTS AND PRIVILEGES**

### **5:1 INFORMATION**

The District agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including, but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all Advisory Board meetings, census data, individual and group employee health premiums and experience figures, names of all employees, and such other information concerning terms and conditions of employment, together with information which may be necessary for the Association to process any grievance complaint.

### **5:2 RELEASED TIME FOR MEETINGS**

Whenever any representative of the Association or any employee participate during working hours in negotiation or grievance proceedings, he/she shall suffer no loss in pay.

### **5:3 USE OF SCHOOL FACILITIES AND EQUIPMENT**

**5:3-1** The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines and other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times when such facilities or equipment are not otherwise in use.

**5:3-2** Notices of all meetings shall be submitted to the State District Superintendent of Schools in advance of the time and place of all such meetings. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

### **5:4 BULLETIN BOARDS**

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and employees' dining room. The location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required. Only representatives of the Association shall post notices.

### **5:5 MAIL FACILITIES AND MAIL BOXES**

The Association shall have the right to use the inter school mail facilities and school mail boxes. All such materials shall be in professional taste.

### **5:6 FACULTY REPRESENTATIVES**

The District authorizes that the President of the Association and any Association Representative shall have the right to conduct Association business, and receive message, during the school day where it does not interfere with their required duties or the required duties of other employees.

## **5:7 LEAVE FOR ASSOCIATION PRESIDENT**

5:7-1 The Paterson School District agrees to provide the President of the Association with a released schedule on a full-time basis for the entire duration of his/her term of office, effective September 1, 1986, or any September 1 thereafter. The Association agrees to reimburse the Paterson School District for all expenses, including salary and fringe benefits for the Association President. Payments to the Paterson School District will be made within ten (10) school days after receipt by the Association of its monthly dues payment from the Paterson School District.

5:7-2 Upon implementation of the above Section, the parties agree that the Association President shall serve as a liaison between the Association and the Paterson School District for the processing of all grievances.

5:7-3 Absent implementation of the provisions of 5:7-1 by the Association, the District authorizes that the President of the Association shall be entitled to be absent from his/her regular duties for not more than twenty (20) days to conduct required Association business; however, the Paterson School District shall only be responsible to pay substitute pay for ten (10) days of such absence, and the Association shall be required to pay for ten (10) days of required substitute's pay. The District further authorizes that the President of the Association shall have a block schedule for his/her work day so that his/her free time may be devoted to Association business.

## **5:8 ORIENTATION PROGRAMS**

All orientation programs for new employees shall be co-sponsored by the District and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs. To the extent prohibited by law, the District shall not be expected to assume the cost of purely social events conducted as part of such orientation programs.

## **5:9 EXCLUSIVE RIGHTS**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

## **ARTICLE 6 WORK YEAR**

### **6:1 IN-SCHOOL WORK YEAR**

#### **6:1-1 Ten (10) Month Personnel**

The in-school work year for employees employed on a ten (10) month basis (other than personnel newly hired to the district who may be required to attend additional days for orientation) shall not exceed 184 days.

The parties agree that in-school work days in excess of 182 shall be scheduled within the student school year, and shall be designated as non-student contact days to be utilized for staff in-service training.

#### **6:1-2 Definition of In-School Work Year**

The in-school work year shall include days when pupils are in attendance, orientation weekdays, and any other days on which employees' attendance is required.

### **6:2 SCHOOL CALENDAR**

6:2-1 The school calendar shall be set by the Paterson School District after consultation with the Association, and shall be made a part of this Agreement.

6:2-2 All employees shall receive a copy of the next school year calendar prior to June 15.

### **6:3 CONDUCT OF THE SCHOOLS**

#### **6:3-1 The School Year**

The school year shall begin on July 1 and end on June 30. [N.J.S.A. 18A:36-1.]

#### **6:3-2 The Academic Year**

The academic year means the period between the time school opens in the district after the general summer vacation until the next succeeding summer vacation. [N.J.S.A. 18A:1-1.]

#### **6:3-3 The School Month**

In every contract (of employment), unless otherwise specified, a month shall be constructed and taken to be twenty (20) school days or four weeks of five school days each. [N.J.S.A. 18A:27-6(3).]

**ARTICLE 7**  
**EMPLOYEE WORK HOURS AND WORK LOAD**

**7:1 GENERAL CRITERIA**

**7:1-1 Check-in Procedure**

As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities. Each employee shall indicate his/her presence for duty by signing his/her initials to insure the safety of personnel and property. All employees shall sign out in the same manner. The parties agree that the final sentence of this section shall not apply for elementary and primary staff members.

**7:1-2 Official Time**

In all cases, the official time shall be determined by the clock in the main office of each work site.

**7:1-3 Employee Tardiness**

**7:1-3.1 Definition**

An employee shall be considered tardy when said employee is not signed in five (5) minutes prior to the beginning of, and up to and including sixty-five (65) minutes of the beginning of the staff member's work day as defined in Article 7:2-1 of this Agreement. Any arrival beyond this period shall be considered an absence for half the day; an arrival after 12 noon shall be considered an absence for full day. Should such an absence be designated, the tardy arrival which resulted in the loss of either the half day or whole day shall not be subject to inclusion in the provisions of 7:1-3.2 et. seq. of this Agreement.

**7:1-3.2 Procedure**

**7:1-3.2-1** Whenever an employee is marked tardy, the time of the signing-in shall be noted in the sign-in book by the building administrator in the presence of the employee.

**7:1-3.2-2** When an employee is tardy four (4) times, the principal shall issue a warning, in writing, to the employee.

**7:1-3.2-3** When an employee is tardy a fifth (5) time, the principal shall promptly make a report of said tardiness to the State District Superintendent or designee, and said employee shall forfeit one-half day's pay. Said report shall include all dates on which the employee was late and the time at which the employee arrived for duty.

**7:1-3.2-4** Each additional tardiness may subject an employee to an additional half day's loss of pay for each tardiness.

**7:1-3.2-5** An employee shall be considered absent if provisions have been made for a substitute.

**7:1-4 LUNCH PERIODS**

#### **7:1-4.1 Length**

Unless specifically indicated elsewhere in this agreement employees shall have a daily duty-free lunch period of at least forty (40) minutes.

#### **7:1-4.2 Leaving the Building**

Employees may leave the building without requesting permission during their duty-free lunch period.

### **7:1-5 MEETINGS**

#### **7:1-5.1 Faculty and Other**

Building based instructional employees may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending building faculty or other professional meetings one (1) day each month plus five (5) additional supervisory meetings per year.

#### **7:1-5.2 Prior to Holidays and Weekends**

Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which employee attendance is not required at school, except where emergencies are proven to exist.

#### **7:1-5.3 Association Right to Speak**

An Association representative may speak to the employees during any meeting referred to in paragraph 1 above for not more than five (5) minutes on request of the representative.

#### **7:1-5.4 Notice and Agenda**

The notice of an agenda for any meeting shall be given to the employee involved at least (5) days prior to the meeting, except in an emergency. Employees shall have the opportunity to suggest items for the agenda.

#### **7:1-5.5 Evening Meetings**

Employees may be required to attend four (4) meetings with parents which shall be scheduled as follows:

Fall Season: Parent-teacher conferences to be scheduled by the Administration on a school day from 5:30 p.m. to 8:30 p.m.

Winter Season: Parent-teacher conferences to be scheduled by the Administration on a school day from 5:00 p.m. to 7:00 p.m.

Winter Season: One of the in-service days referenced in Article 6:1-1 shall be scheduled as follows:

9:00 a.m. to 1:00 p.m. In-service for staff (Staff reports at 9:00 a.m.)

1:00 p.m. to 2:00 p.m. Lunch with parents (to be paid for by District)  
2:00 p.m. to 5:00 p.m. Parent-teacher conferences

Spring Season: Parent-teacher conferences to be scheduled by the Administration on a school day from 5:30 p.m. to 8:30 p.m.

## **7:2 Teachers and Instructional Assistants**

### **7:2-1 School Sessions**

**7:2-1.1** Sessions at the elementary and primary schools, and all other facilities at which staff represented by the Association are assigned with the exception of the high schools, shall begin at 8:30 a.m. and end at 2:55 p.m.

**7:2-1.2** Sessions at the high school shall begin at 8:20 a.m. and end at 3:05 p.m. or a similar time span to meet the conditions then existing.

**7:2-1.3** The school hours shall be devoted to the interest of the school, to the exclusion of any other employment study or pursuit.

### **7:2-2 Length of Day**

**7:2-2.1** The total in-school work day shall consist of not more than seven (7) hours, which shall include a duty-free lunch period.

**7:2-2.2** The in-school workday for elementary school, primary school, and all other staff represented by this Association other those assigned to the high schools, shall begin at 8:25 a.m. and end at 3:00 p.m.

### **7:2-2.3 High Schools**

#### **7:2-3 Arrival and Dismissal Time**

**7:2-2.3-1** The in-school workday for high school staff shall begin at 8:15 a.m. and end at 3:10 p.m. or other such similar time span to meet the conditions then existing.

**7:2-2.3-2** High school staff may be assigned to flexible work day schedules which are different than the standard in-school work day to meet the District's needs, so long as the in-school work is in accordance with Article 7:2-2.1 and such work hours are consecutive. Volunteers shall be sought prior to assigning any staff member to work a flexible schedule needed to implement a District program.

#### **7:2-2.3-3 TRADITIONAL PROGRAM**

The parties agree that should a flexible work day schedule be implemented, said schedule shall not exceed the following time periods:

Mode 1 Periods 0 - 8	7:30 a.m. - 2:25 p.m.
Mode 2 Periods 1 - 9	8:15 a.m. - 3:10 p.m.
Mode 3 Periods 2 - 10	9:00 a.m. - 3:55 p.m.



The parties agree that the standard workday as set forth in Mode 2 shall continue to be the schedule for the majority of teaching staff members.

#### **7:2-2.3-4 ALTERNATIVE PROGRAMS**

Programs established to meet the needs of the District with regard to alternative educational objectives may be scheduled outside the above time periods but shall not exceed the in-school workday established in accordance with Article 7:2-2.1 above. Such positions, including time schedules of the programs, shall be posted in accordance with the provisions of Article 13:7 of this Agreement.

#### **7:2-3 Arrival and Dismissal Time**

**7:2-3.1** All employees are required to remain in their classrooms until the students under their supervision leave. No employee may leave the building except during their duty-free lunch period.

**7:2-3.2** Any employee who must leave the building due to illness or an emergency situation before 12 noon shall receive the loss of one sick day. Leaving after 12 noon shall result in the loss of one-half (1/2) sick day.

#### **7:2-4 Year-end Dismissal**

No employee is required to work beyond the regular in-school work year as defined in Article 6 providing all required records of the individual employee have been accepted and approved by the school administrator.

#### **7:2-5 HIGH SCHOOL**

##### **7:2-5.1 Teaching Load**

The total in-school workday for employees in the high schools as stated in paragraph 7:2-2.3 shall be utilized as follows:

**7:2-5.1-1** The daily teaching load in the high school shall be five (5) teaching periods and one (1) supervision period, excluding conference periods and Home Room periods. Employees in the special areas of Home Economics, Physical Education, Fine Arts, Music and Industrial Arts shall have (6) periods of student contact per day, excluding conference periods.

**7:2-5.1-2** Every high school classroom employee, in addition to a duty-free lunch period, shall have a daily preparation-conference period. The employee shall be available for conferences with parents, Department Heads, Administrators and Guidance Counselors.

##### **7:2-5.2 Number of Preparations**

High school employees shall not be required to teach more than one (1) subject area nor more than a total of two (2) teaching preparations, except where emergencies are proven to exist.

##### **7:2-5.3 Changing Teaching Stations**

Regular classroom employees in the high school shall not be required to change subject area teaching stations more than one (1) time during the day, except where emergencies are proven to exist.

## **7:2-6 Elementary/Primary Preparation Time**

**7:2-6.1** The Paterson School District and the Paterson Education Association believe that giving teachers adequate preparation time will help achieve two of their shared goals: better teaching and improved student achievement. The parties also agree that every employee needs reasonable breaks during the work day.

**7:2-6.2** To ensure that all instructional employees have formally established time for preparation elementary and primary teachers will have scheduled at least 160 minutes of preparation time per week.

**7:2-6.3** Instructional staff members whose preparation time exceeds the requirements of the above Section, shall receive the same amount of preparation time as existed in the 1990-91 school year.

**7:2-6.4** During the time when a specialist (i.e., music, art, home economics, industrial arts, physical education, etc.) takes over the class of an elementary employee, the District agrees that the classroom employee shall have that time as preparation period. Non-classroom employees shall continue to receive preparation time as per the practice in effect previously.

**7:2-6.5** When specialists are not available to provide classroom employees with preparation time, the District shall make reasonable efforts to provide preparation by other means where possible.

**7:2-6.6** In an effort to implement this SECTION, the principal and staff may agree to utilize creative management techniques, i.e., having employees use their preparation time, on an equitable basis, to cover the classes of employees who may not have access to services of specialists.

**7:2-6.7** The parties recognize that instructional staff members will occasionally use the preparation periods for non-instructional purposes, and agree that such uses are legitimate.

**7:2-6.8** To maximize effective use of this time where possible, instructional staff of the same grade level will have the same preparation periods.

**7:2-6.9** Teachers and administrators may separately or jointly plan group or team meetings during some preparation periods. The primary purpose of preparation time is improved classroom instruction, therefore, principals and administrators may not require more than one such joint meeting per month.

## **7:2-7 Instructional Assistants Break Time**

**7:2-7.1** All instructional assistants shall receive, at a minimum, a twenty (20) minute break each morning and a twenty (20) minute break each afternoon daily.

**7:2-7.2** Administrators and instructional assistants at each site are authorized to jointly modify these time periods so as to better meet the needs of the school and the staff involved, so long as the total number of minutes stated above is not diminished.

## **7:2-8 Instructional Planning**

**7:2-8.1** The parties agree that the plan book is for the use and information of the teacher who prepares it. As such, every teacher shall plan lessons and teach course content in a manner he/she considers most practical and useful.

7:2-8.2 In order to permit teachers to most effectively utilize the plan book, the parties agree that the plan book shall remain solely in the possession of the teacher during the entire school day.

#### **7:2-9 Class Coverage Compensation**

7:2-9.1 In those cases where regular substitutes are not provided and a staff member covers a class during his/her conference/preparation period, including his/her own class due to the absence or unavailability of assigned specialists, said staff member shall be compensated at the rate of ten dollars (\$10) per class period covered in addition to his/her own regular salary.

7:2-9.2 When, in those cases where regular substitutes are not provided, in addition to the cases cited above, a staff member is needed to cover a class during his/her own assigned supervision period or instructional period, the administrator(s) shall effectuate the assignment according to the following procedure:

7:2-9.2-1 Building administrators will first provide staff members on a preparation/conference period with the option of accepting or rejecting the class coverage. If the staff member accepts the coverage, he/she shall be compensated at the rate of \$10 per period covered in addition to his/her own salary.

7:2-9.2-2 If unable to secure coverage in the above mentioned manner, the building administrators shall obtain from the State District Superintendent of Schools, or his designee, permission to provide staff members on a supervision period, with the option of accepting or rejecting the class coverage. If the staff member accepts the coverage, he/she shall be compensated at the rate of \$10 per period covered in addition to his/her own salary.

7:2-9.2-3 If still unable to secure coverage, building administrators may relieve staff members from an assigned instructional period to provide class coverage. This coverage shall be assigned only with the prior approval of the State District Superintendent of Schools, or his designee. Where approval is granted, the staff member shall be compensated at the rate of \$10 per period covered in addition to his/her own salary.

7:2-9.2-4 Staff members assigned so as to provide preparation time as described in 7:2-6.6 above, including his/her own class, shall be excluded from the coverage referred to in 7:2-9.2-2 and 7:2-8.2-3.

7:2-9.2-5 Each school principal shall report monthly to the State District Superintendent of Schools on the implementation of the process above. The report shall include the names of all staff persons who accepted or were assigned class coverages during the month and the date of each coverage.

7:2-9.2-6 Copies of these reports shall be forwarded by the State District Superintendent of Schools to the Association by the tenth day of each month following the reporting period.

7:2-9.3 All such coverages shall be arranged by the Principal of the school in question, and shall be assigned as equitably as possible among staff members in the school.

7:2-9.4 Procedural guidelines for the submission of class coverage compensation claims shall be established mutually by the State District Superintendent or designee and the Association. Said guidelines review will begin upon ratification of this Agreement.

7:2-9.5 The District intends to avoid the practice of dividing classes among teachers when substitute teachers have not been provided. In those emergency circumstances where regular substitutes are not available, the District and its agents shall make every reasonable effort to limit the number of pupils being placed in a teacher's class. It is agreed that a maximum of five (5) pupils to each class is a mutually shared goal toward which the parties agree to strive.

## **7:2-10 EXTRA CURRICULAR ACTIVITIES**

### **7:2-10.1 Goals**

The parties believe that co-curricular activities can contribute significantly to the success of the overall educational experience for students. Properly conceived and conducted, co-curricular activities can help expand the benefits of the "school day" before classes begin, through the afternoons after classes end, and even into some evenings and weekends. The parties share an interest in managing staff assignments to co-curricular activities so that (1) all such assignments are filled by well qualified people who want them, (2) the assignments are announced sufficiently ahead of the start of the activities to enable the assigned staff members to plan appropriately, and (3) students and staff are encouraged to propose new co-curricular activities.

### **7:2-10.2 Approved Activities**

7:2-10.2-1 The District and the Association agree that the extra-curricular activities listed in Part 1 and 2 of Schedule C are educationally worthwhile.

7:2-10.2-2 The parties agree that co-curricular staff assignments will be made in response to student interest in having co-curricular activities available. To this end, students will be invited to submit information about their interests for new and changed co-curricular activities.

### **7:2-10.3 Compensation**

Employee participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, and shall be compensated according to the rate of pay and/or released time where stipulated in the attached schedules.

### **7:2-10.4 Appointment/Reappointment**

7:2-10.4-1 Openings for extra-curricular positions will be posted throughout the District. Co-curricular staff assignments will be filled wherever possible by staff members who apply for them. If no qualified staff member volunteers from these internal postings, management will seek candidates from outside the District. If no volunteers can be found, the District maintains the right of assignment. Only if there are no qualified applicants, either already on file or in response to posted opportunities, will the Administration assign non-volunteers to take the assignments.

7:2-10.4-2 Both renewal and new co-curricular staff appointments will be announced well in advance of the start of the activity, on a timetable for activities established below:

7:2-10.4-2.1 The parties agree that written employment contracts for extra-curricular positions as delineated in Schedule C - Part 2 of this Agreement shall be issued by the District within thirty (30) days of approval of employment by the District. For compensated assignments, this notice will take the form of a formal contract or letter from the District.

7:2-10.4-2.2 Advisors/coaches for Fall sports/activities shall be notified of their employment status in said position not later than February 1. In cases of resignation or non-

reappointment, said position shall be posted in accordance with the provisions of this Agreement with a deadline for application not later than March 1.

**7:2-10.4-2.3** Advisors/coaches for Winter sports/activities shall be notified of their employment status in said position not later than May 1. In cases of resignation or non-reappointment, said position shall be posted with the provisions of this Agreement with a deadline for application not later than June 1.

**7:2-10.4-2.4** Advisors/coaches for Spring sports/activities shall be notified of their employment status in said position not later than October 1. In cases of resignation or non-reappointment, said position shall be posted in accordance with the provisions of this Agreement with a deadline for application not later than November 1.

#### **7:2-10.5 Released Time**

Employees shall be released from instructional assignments in the high schools as extra-curricular compensation in accordance with Schedule C - Part 1.

#### **7:2-11 FIELD TRIPS**

##### **7:2-11.1 Procedure**

The following shall be the procedure to be adhered to in establishing field trips for pupils in the public schools:

**7:2-11.1-1** The principal of the school shall make application in writing to the Assistant Superintendent for permission to conduct all field trips.

**7:2-11.1-2** The Assistant Superintendents shall present to the Superintendent his/her recommendation for granting or rejecting the application.

**7:2-11.1-3** The State District Superintendent shall act on the Assistant Superintendent's recommendation.

**7:2-11.1-4** Consent in writing shall be obtained from the parent or guardian from all participating pupils.

**7:2-11.1-5** In the event that time does not permit the State District Superintendent to present his/her recommendations to the Board, the State District Superintendent is authorized to act in his/her capacity as Chief Executive Officer.

##### **7:2-11.2 Employee Expense Allowance**

**7:2-11.2-1** Employees who participate in overnight field trips shall be paid an expense allowance of \$50.00 per day.

**7:2-11.2-2** The District shall pay transportation and admission cost for the employees on any day field trip.

## **7:3 SECRETARIES**

### **7:3-1 Categorization**

For the purpose of this Section secretarial staff members represented by the Association as indicated in Article 1:1 of this Agreement shall be categorized as follows:

**7:3-1.1** Administrative Secretaries shall reference secretarial staff assigned to:

**Central Administration Headquarters Offices including:**

Business Office (Specialists and Senior Specialists)  
Data Entry Clerks  
Department of Special Services Offices  
Employee Benefits Specialists  
Telephone Operators  
133 Ellison Street Offices  
Old School #5  
SAGE Building except the (SAGE School program)  
Rutland Resource Center

and any other secretarial/clerical staff not specifically assigned to a public school building.

**7:3-1.2** School Secretaries shall reference secretarial staff assigned to public school buildings and those assigned to the SAGE School program.

### **7:3-2 WORK DAY**

**7:3-2.1** The normal work day for secretarial staff shall be seven (7) hours exclusive of the lunch period as follows:

	<u>Work Hours</u>	<u>Lunch Period</u>
High School (including Registrars)	8:15 - 4:00	45 minutes
Elementary & Primary Schools	8:00 - 3:30	30 minutes
Administrative Office (including Telephone Operators and Employee Benefit Specialist)	8:30 - 4:30	60 minutes
Food Services	8:30 - 4:30	60 minutes
Central Supply Maintenance, Custodial Services Audio Visual	7:30 - 3:00	30 minutes

School Maintenance as determined by the immediate supervisor

### **7:3-2.2 EXCEPTIONS**

#### **1. Early switchboard operator**

2. Personnel in the high school responsible for teachers' absences. Their time of arrival and dismissal will vary, but actual number of hours (exclusive of lunch) is seven (7).

3. Flex-time (starting and ending time) as an employment concept is permissible, with the mutual agreement of the staff member and supervisor, so long as the work hours are consecutive and no longer than the time spans indicated in Article 7:3-2.

### **7:3-2.3 Break Time**

Secretaries are authorized to take one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon daily.

### **7:3-3 WORK WEEK**

The regular work week shall be from Monday through Friday, except where holidays occur.

### **7:3-4 HOLIDAYS**

#### **7:3-4.1 School Secretaries**

Holidays with pay shall be provided (during the school year) when schools are closed in accordance with the calendar for ten (10) month District employees. Also included are holidays which occur during the summer months.

#### **7:3-4.2 Administrative Secretaries**

7:3-4.2-1 Secretaries shall be entitled to a minimum of fifteen (15) paid holidays each year on days as specified below when school is not in session and in accordance with the calendar for twelve (12) month District employees.

7:3-4.2-2 Paid holidays shall be divided into two (2) categories, standard and unspecified.

7:3-4.2-2.1 Standard holidays are guaranteed holidays which shall consist of the following ten (10) days:

Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day

**7:3-4.2-2.2** Unspecified holidays are guaranteed holidays which shall consist of five (5) of the days listed below:

Rosh Hashanah	Veteran's Day
Yom Kippur	Christmas Eve
Columbus Day	New Year's Eve
Presidential Election	Eid El Fitr
NJEA Convention	Easter
(up to 2 days)	Unanticipated Holiday(s)

#### **7:3-4.2-3 Additional Holiday Closings**

If the District is closed for additional holidays beyond the minimum of fifteen (15) guaranteed holidays above, secretaries shall be granted these additional days off with pay whether these days are specified in either section above.

#### **7:3-4.2-4 Saturday/Sunday Holidays**

In the event that an observed holiday falls on a Saturday or Sunday, secretaries shall be given either the preceding Friday or following Monday off with pay provided the District is closed.

#### **7:3-4.2-5 NJEA Convention**

In accordance with the laws of the State of New Jersey, secretarial staff members who so request shall be excused to attend the NJEA Convention, and said days shall not count toward vacation, sick or personal days. The District may require proof of attendance for this time.

#### **7:3-4.2-6 Snow Days**

Personnel who report on days designated as "snow days" shall receive a day off at a subsequent date. Personnel unable to report to work shall not be charged with a "sick day".

### **7:3-5 SUMMER SCHEDULES**

#### **7:3-5.1 School Secretaries**

**7:3-5.1-1** The daily work hours cited in Article 7:3-2.1 shall remain in effect during the months of July and August. However, during the period from the first Monday in July through the third Monday in August, school secretarial staff will be required to work a four-day week. They will continue to be paid full salary during this time.

**7:3-5.1-2** During the above periods, work schedules will be submitted to immediate supervisors for approval in advance of July 1 annually.



**7:3-5.1-3** During summer months, or when school is not in session, secretarial staff members may work a schedule different than those provided in this Agreement upon approval of their immediate supervisor.

**7:3-5.1-4** The District recognizes that adequate security will be provided in those circumstances in which secretaries are scheduled to be in a building that is not also occupied by either the building administrator or a security guard.

#### **7:3-5.2 Administrative Secretaries**

**7:3-5.2-1** The daily work hours cited in Article 7:3-2.1 shall remain in effect during the months of July and August.

**7:3-5.2-2** During summer months, or when school is not in session, secretarial staff members may work a daily schedule different than those provided in this Agreement upon written approval of their immediate supervisor.

#### **7:3-6 VACATIONS**

##### **7:3-6.1 General Criteria**

**7:3-6.1-1** All secretarial employees in the bargaining unit hired prior to May 1, 1995, are entitled to four (4) weeks annual vacation.

**7:3-6.1-2** Secretarial employees hired between May 1, 1995, and July 1, 1995, shall receive one week annual vacation during their initial year of employment.

**7:3-6.1-3** All secretarial employees in the unit hired by the District on or subsequent to July 1, 1995, are entitled to two (2) weeks annual vacation after the completion of one (1) full year of employment; three (3) weeks annual vacation after the completion of three (3) full years of employment and; four (4) weeks of vacation after the completion of six (6) full years of employment.

**7:3-6.1-4** Secretarial employees within their first year of employment may, with the approval of their immediate supervisor, utilize up to one week of their initial vacation entitlement.

##### **7:3-6.2 Vacation Schedules**

Vacations must be scheduled in accordance with the conditions set forth below:

**7:3-6.2-1** Elementary/Primary Schools, Central Supply, Audio-Visual Aids and Food Services Secretaries.

Vacations must be taken during the months of July and August but may not include the two (2) week period following the official closing of school or the two (2) week period prior to the opening of school.

#### **7:3-6.2-2 High Schools Secretaries Including Registrars**

Vacations may be taken during the work year as scheduled with the Registrar and approved by the building Principal, so long as the schedule provides for daily coverage during the months of July and August.

#### **7:3-6.2-3 All Other Secretarial Staff**

Vacations with the approval of the Department Supervisor must be taken within a current work year (July 1 through June 30).

### **7:4 ATTENDANCE OFFICERS**

#### **7:4-1 Work Day**

The work day for attendance officers shall begin at 8:25 a.m. and end at 3:00 p.m.

#### **7:4-2 Work Year**

Attendance officers shall be ten (10) month employees. Required evening home visitations and Court appearances during times when school is not in session by these officers shall be compensated at the rate established for non-schedule salaries in Article 12:7 of this Agreement for support staff.

### **7:5 SECURITY GUARDS**

#### **7:5-1 Work Day**

The work day for security guards represented by the Association shall begin at 8:00 a.m. and end at 3:30 p.m.

#### **7:5-2 Work Year**

Security Guards shall be twelve (12) month employees.

#### **7:5-3 Summer Schedule/Vacations**

7:5-3.1 Security guards in the unit are entitled to four (4) weeks annual vacation.

7:5-3.2 Vacation schedule requests will be submitted to immediate supervisors for approval in advance of June 1st.

#### **7:5-4 Break Time**

The parties agree that every employee needs reasonable breaks during the work day. Security Guards are explicitly authorized to take reasonable breaks.

## **7:6 PARENT COORDINATORS (SCHOOL/COMMUNITY PROGRAM COORDINATORS)**

### **7:6-1 Work Day**

The work day for Parent Coordinators (School/Community Program Coordinators) shall be from 8:25 a.m. to 3:00 p.m.

### **7:6-1 Work Year**

Parent Coordinators (School/Community Program Coordinators) shall be considered ten (10) month employees.

### **7:6-3 Flexible Assignment**

Parent Coordinators (School/Community Program Coordinators) may work a flexible but equal schedule different than that provided in this Agreement upon approval of their immediate supervisor.

## **7:7 DENTAL ASSISTANTS**

### **7:7-1 Work Day**

The work day for Dental Assistants shall be from 8:00 a.m. to 3:30 p.m.

### **7:7-2 Lunch Period**

All Dental Assistants shall be entitled to a daily duty free lunch period of thirty (30) minutes.

### **7:7-3 Break Time**

The parties agree that Dental Assistants need reasonable breaks during the work day. Dental Assistants are explicitly authorized to take reasonable breaks.

### **7:7-4 Work Week**

**7:7-4.1** The regular work week shall be from Monday through Friday, except where holidays occur.

**7:7-4.2** In the event of schools having early dismissal (such as 12:45 p.m. for in-service meetings), Dental Assistants shall not be dismissed unless an emergency condition exists.

### **7:7-5 Work Year**

Dental Assistants shall be considered twelve (12) month employees, with the work year commencing September 1 annually.

#### **7:7-6 Holidays**

Dental Assistants will receive with pay all holidays noted for school-based employees. In addition, they will receive, with pay, the July 4th holiday.

#### **7:7-7 Summer Schedules/Vacations**

7:7-7.1 During the month of July, the work day for Dental Assistants shall be from 8:30 am to 3:00 pm, with thirty (30) minute lunch period.

7:7-7.2 The Dental Assistants shall be provided with the entire month of August as vacation days (from August 1 through August 31).

#### **7:7-8 Uniforms**

7:7-8.1 The District agrees to provide Dental Assistants with uniform clothing each year. The provision of uniform clothing shall be in compliance with OSHA requirements, when applicable.

7:7-8.2 The determination of the nature of the uniform clothing shall remain with management, but shall be made only after consultation with the affected employees.

#### **7:7.9 Certification Requirements**

7:7-9.1 The District agrees that Dental Assistants employed prior to July 1, 1992 shall not be required to hold New Jersey State Dental Assistant Certification unless required by law.

7:7-9.2 Dental Assistants who obtain New Jersey State Dental Assistant Certification shall be paid in accordance with the salary schedule established in this document for that certification.

#### **7:8 OVERTIME**

7:8-1 The District shall pay overtime after forty (40) hours of actual work in a week for employees other than teachers, instructional assistants and school/community program coordinators. Overtime pay shall be at a rate equal to 1 and 1/2 times the particular employee's regular pay rate.

7:8-2 Time off because of use of sick leave, personal leave, bereavement leave or vacation leave shall not count toward the accrual of the 40 hours of actual work in a workweek needed before overtime compensation is earned.

7:8-3 Employees other than teachers, instructional assistants and school/community program coordinators shall be compensated at the rate of 1 and 1/2 times their regular pay rate for all assigned work directed to be performed on Saturdays.

7:8-4 Employees other than teachers, instructional assistants and school/community program coordinators shall be compensated at the rate of two times their regular pay rate for all assigned work directed to be performed on Sundays and holidays.

7:8-5 Required evening home visitations and/or Court appearances which occur during the school year at times when school is not in session which exceed forty (40) hours of actual approved work in a week for Attendance Officers shall be designated as overtime earnings. In the event Court appearances are required during times when Attendance Officers are on vacation, they shall be compensated through compensatory time equal to one and one-half (1 1/2) times actual time worked with a minimum guarantee of four (4) hours compensatory time and a maximum of one full day of compensatory time.

7:8-6 The parties agree that the above Section shall become effective upon ratification of this Agreement by the parties.

#### 7:9 EXCEPTIONS

Exceptions to the provisions of this ARTICLE may be made only in cases of extreme emergency. The Association shall be notified in each such instance, in advance if possible. A disagreement over whether an exception is justified shall be subject to the grievance procedure and shall be initiated at Level Two thereof.

## **ARTICLE 8 CLASS SIZE**

### **8:1 OBJECTIVES**

The District and the Association agree that desirable class sizes be established and adhered to wherever possible. The objectives are:

**8:1-1** To overcome crowded conditions in the schools.

**8:1-2** To effect maximum utilization of classrooms in presently existing schools.

**8:1-3** To protect the health, safety, and welfare of all students.

### **8:2 SPECIAL EDUCATION**

The District agrees to meet the requirements for Special Education classes as stated in Chapter 46 of the New Jersey Statutes.

### **8:3 ASSIGNMENTS**

In the scheduling of classes every effort will be made to establish reasonable assignments.

### **8:4 GRIEVANCES**

Grievances on class size and assignments will terminate at Level Two.

## **ARTICLE 9 SPECIALISTS**

### **9:1 READING SPECIALISTS**

So long as the District agrees to employ reading specialists, these employees shall be paid on the differential established in attached Schedules.

### **9:2 INCLUSION OF JOB DESCRIPTIONS**

The job descriptions included in the Rules and Regulations of the District shall be made part of the written contract.

## **ARTICLE 10**

### **NON-INSTRUCTIONAL (TEACHING) DUTIES**

#### **10:1 INTENT**

The District and the Association acknowledge that an employee's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

#### **10:2 NON-EDUCATIONAL ACTIVITIES**

Activities which have no education objectives shall be barred from the classroom.

#### **10:3 TRANSPORTING STUDENTS**

##### **10:3-1 Reimbursement (transporting Students)**

Employees shall not be required to drive students to activities which take place away from the school building unless required in the performance of their contractual duties. An employee may do so voluntarily, however, with the advance approval of the State District Superintendent or his designee. S/he will be compensated at the current Internal Revenue Service (IRS) suggested per mile rate for such reimbursement for the use of his/her automobile unless otherwise compensated under the terms of Article 12:7-6. Staff members who receive compensation under Schedule C-Part 4 of this Agreement may not receive reimbursement under this section for van driving services.

##### **10:3-2 Liability Coverage**

The District shall arrange for and maintain appropriate insurance to cover all liability damages (losses and expenses) incurred by an employee against whom any action shall be brought for any act or omission arising out of the authorized use of his/her automobile in the performance of school duties.

#### **10:4 SHOPPING TIME**

##### **10:4-1 Release Time**

Teachers of Home Economics shall be provided with two (2) consecutive class periods per week for the purpose of purchasing the provisions or supplies used in the teaching of their classes in the areas of foods and cooking. Shopping time will be permitted during cooking curriculum marking periods or when authorized by the building administrator.

##### **10:4-2 Scheduling**

The District agrees to notify the teachers involved, in the beginning of the school year, of the day and times in which teachers will be provided with shopping time where possible, in coordination with their curricular activities.



#### **10:4-3 Traveling Staff**

Teachers assigned to more than one school shall be provided with shopping time in each school whenever necessary to properly meet the requirements of the curriculum and the teacher's job description.

### **10:5 NON-INSTRUCTIONAL DUTIES**

#### **10:5-1 PREAMBLE**

**10:5-1.1** The Paterson Education Association and the Paterson School District have a joint interest in increased student-teacher contact, which maximizes current instructional time, and the efficient use of financial resources. The District agrees to free instructional staff from non-instructional duties, i.e., lunchroom duty and associated clerical responsibilities and, to the extent possible, other non-instructional clerical duties.

**10:5-1.2** The District agrees personnel other than staff represented by the Association shall perform non-teaching duties including but not limited to milk distribution, supervision of cafeterias or lunch rooms, the collection and processing of lunch applications and money, and the completion of attendance registers and, to the extent possible, other non-instructional clerical duties.

#### **10:5-2 LUNCH SUPERVISION**

**10:5-2.1** The District will hire lunchroom monitors for each school prior to the opening of the 1992-93 school year. Every consideration will be given to Paterson residents. The number of aides assigned to each school will depend on the school population, lunchroom size and number of students to be served per shift. Lunchroom aides will be responsible for monitoring students during breakfast and lunch, at schools where programs exist, for collecting weekly lunchroom money, and for collecting, compiling and reviewing lunchroom applications and other clerical duties associated with lunchroom operation.

**10:5-2.2** Lunchroom aides will be given notice and opportunity to apply for other employment positions as they become available in the school or District.

#### **10:5-3 NON-INSTRUCTIONAL CLERICAL DUTIES**

The District will computerize its record-keeping processes as soon as possible.

**10:5-3.1** A joint committee composed of an equal number of representatives from the P.E.A., the District, and other associations will meet by July 1, 1992 to identify the needs of staff and the District relative to these areas and define the parameters and processes for computerizing the District class register, lunchroom applications, attendance and other clerical data.

**10:5-3.2** In the interim period before computerization, the District will allot funds to each school to see that such clerical functions are done by high school work-study students, or are assigned to non-instructional personnel with some pay for assuming the duty, or are accomplished under any other options school sites decide upon, provided that the tasks are done correctly and in a timely manner.

**10:5-4** in the elementary and primary schools, principals, administrators, teachers, and paraprofessionals will cooperate to ensure that time now free of non-instructional duties is used to increase instruction, enhance student achievement, and/or expand student-teacher contact.

## **ARTICLE 11 EMPLOYMENT**

### **11:1 CERTIFICATION**

The District agrees to hire only certificated teachers holding certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

### **11:2 PLACEMENT ON SALARY SCHEDULE**

#### **11:2-1 Previous Experience Credit**

When engaging teachers for service, the State District Superintendent is authorized to grant credit for outside teaching experience. Credit shall be based upon the amount of the increment in effect on the appropriate salary guide. Credit may only be given full-time contractual service achieved in any publicly owned and operated college, school or other institution of learning for one academic year in this or any other state or territory of the United States. Credit shall not be granted for full-time substitute service.

#### **11:2-2 Earned Increment Eligibility**

The parties agree that employees covered by the earned-increment provisions of the contract will be eligible for the full increment in the following contract year:

**11:2-2.1** If ten-month employees, they are employed on or before February 1.

**11:2-2.2** If twelve-month employees, they are employed on or before January 1.

### **11:3 PREVIOUS SICK LEAVE ACCUMULATION**

Previously accumulated unused sick leave days shall be restored to all teachers returning from military service.

### **11:4 NOTIFICATION OF CONTRACT AND SALARY**

**11:4** Non-tenured teaching and instructional assistant staff members shall be notified of their contract and salary status for the ensuing year no later than May 15. All other members covered by this agreement shall be notified by June 30.

If, however, by Legislative or State Department of Education action the provisions of N.J.S.A. 18A:27-3, et seq. are relaxed or extended, the provision shall be temporarily modified accordingly.

### **11:5 DUTIES OF NON-CERTIFICATED INSTRUCTIONAL ASSISTANTS (I-IV) PERSONNEL**

The duties of Instructional Assistant personnel shall be confined to supportive duties within the school district.

## **11:6 INSTRUCTIONAL ASSISTANT PROBATIONARY PERIOD**

### **11:6-1 Definition**

During the first two (2) years of continuous employment, an Instructional Assistant shall be considered a probationary employee.

### **11:6-2 Probationary Instructional Assistant Dismissal Procedure**

During said probationary period, the District may terminate the employment of such an employee under the guidelines established by the State of New Jersey for non-tenured teaching staff members.

## **11:7 INSTRUCTIONAL ASSISTANTS (I-IV) SENIORITY AND JOB SECURITY**

### **11:7-1 Definition**

School district seniority is defined as service by appointed Instructional Assistant employees in the school district in the collective bargaining unit covered by this Agreement.

### **11:7-2 Seniority in the Event of Reduction in Force (RIF)**

11:7-2.1 In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the unit.

11:7-2.2 In the event of any reduction in force (RIF) district-wide seniority shall apply.

### **11:7-3 Recall Procedure**

In the event that a vacancy occurs, a laid off employee shall be entitled to recall thereto in the order of seniority for a three (3) year period. Upon recall, the appointed employee shall have his/her accumulated seniority to the date of lay off.

### **11:7-4 Non-Probationary Instructional Assistant Dismissal Procedure**

11:7-4.1 Unless the District has a justifiable reason for not adhering to strict seniority based upon legitimate non-arbitrary criteria, then after the completion of a two (2) year probationary period, no Instructional Assistant employee shall be dismissed or be subject to reduction in salary except for inefficiency, incapacity or other just cause.

11:7-4.2 All employees shall be entitled to written notice of such reasons and a hearing, if requested, before the Superintendent or its designee.

11:7-4.3 Should the employee not be satisfied by the determination of the Superintendent or designee, at his/her request, the matter shall be subject to binding arbitration as provided in the grievance procedure of this Agreement.

## **ARTICLE 12 SALARIES**

### **12:1 SALARY SCHEDULE**

The salaries of all employees covered by this Agreement shall be set forth in attached schedules.

### **12:2 PAYMENT**

#### **12:2-1 Exceptions**

When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

#### **12:2-2 Final Pay Ten Month Employees**

Ten month employees shall receive their final checks and the pay schedule for the following year on the last working day in June, provided individual records are complete and accurate.

#### **12:2-3 Instructional Assistant (I-IV) Payment Option**

Each Instructional Assistant employee may individually elect to have ten percent (10%) of his/her monthly salary deducted from his/her pay. These funds shall be paid to the employee or his/her estate on the final pay day in June, or according to a schedule of payment throughout the summer as requested by the employee, or upon death or termination of employment, if earlier.

### **12:3 EQUIVALENCY CREDIT**

#### **12:3-1 Statutory Provisions**

Equivalency credit shall be granted in accordance with the terms and conditions set forth in N.J.S.A. 18A:29-6 to 18A:29-16.

#### **12:3-2 Administration of Program**

The administration of the equivalency credit program shall be the responsibility of the State District Superintendent of Schools or designee, who may call upon teaching personnel for such assistance as is necessary.

#### **12:3-3 Procedure**

##### **12:3-3.1 Application**

Candidates for adjustment under the Equivalency Program must process their request on the official application blank furnished by the State District Superintendent's Office or his/her designee. To be eligible, an applicant must hold permanent certification.

##### **12:3-3.2 Equivalency Committee Guidelines**

**12:3-3.2-1** Procedural guidelines for submission and provision of equivalency credit shall be developed and implemented by the mutual agreement of the State District Superintendent of Schools or designee and the Association.

**12:3-3.2-2** The Committee shall be called into session not later than the third week of each October to consider applications for approval in November, and not later than third week of each March to consider applications for approval in April.

**12:3-3.2-3** Candidates for adjustment under the equivalency program must submit applications not later than September 30 or February 28.

**12:3-3.2-4** Candidates for equivalency must submit, as part of their application, proof of their request for official transcripts which have been mandated by the Committee. In the event the application is received in a timely fashion by the Committee, and the Committee rules the application to meet all requirements for adjustment but the college or university fails to forward the transcripts by the filing deadline, the Committee shall consider the application at its next regularly scheduled meeting, and adjustments shall be made retroactively as if the transcript had been received in a timely fashion

#### **12:3-3.2 Time Limits**

Equivalency degree ratings approved in November shall be effective as of September 1, and all equivalency degree ratings approved in April shall be effective February 1. Adjustments for equivalency under these regulations shall be granted only at the time set forth herein.

#### **12:3-3.3 Permanent Record**

All credentials submitted with application shall be retained as a matter of permanent record by the State District Superintendent of Schools.

### **12:4 SALARY INCREASES FOR ADVANCED DEGREES AND/OR EQUIVALENCY**

#### **12:4-1 Definition**

Whenever a teacher shall have acquired an advanced degree or equivalency as defined in Title 18:13-13.1 N.J.S.A. from a certified college or university, approved by the State Department of Education, by reason of taking such accredited courses in a field approved by the State District Superintendent of Schools, as will make a direct contribution toward increased efficiency in his/her particular field in the schools, and the approval of the school district, shall receive an immediate increase in accordance with Schedule A of this Agreement.

#### **12:4-2 Salary Adjustments**

The adjustments for the advanced degrees as herein set forth shall be the amount payable above the basic salary.

#### **12:4-3 Required Official Transcript**

The State District Superintendent shall require a certified transcript from the accredited college or university from all applicants that come under this provision.

#### **12:4-4 College Credits Defined**

The term college credits means the credit value accepted by the New Jersey State Department of Education.

#### **12:4-5 Instructional Assistants Salary Guide Advancement**

Instructional Assistants who acquire additional credits during the term of their employment shall be advanced through the appropriate classifications upon presentation of transcripts showing the successful completion of said credits to the Office of the State District Superintendent of Schools or designee. Advancement shall be made in compliance with the procedures outlined in Article 12:3.

#### **12:5 INCREMENTS**

##### **12:5-1 Definitions**

**12:5-1.1** The increment steps by which personnel advance on the salary schedule are earned increments.

**12:5-1.2** An earned increment is a recommended increment.

**12:5-1.3** Satisfactory active service is service recommended as such by the State District Superintendent of Schools.

##### **12:5-2 Ten Month Employees**

**12:5-2.1** An earned increment is a recommended increment earned by satisfactory active service of not less than 120 days during the year for which the increment is given.

**12:5-2.2** For employees with 20 or more years of service, earned satisfactory active service shall be determined on the basis of 100 days.

##### **12:5-3 Calendar Employees**

**12:5-3.1** An earned increment for employees engaged on a calendar-year basis is recommended increment earned by satisfactory active service of not less than 150 days during the year for which the increment is given.

**12:5-3.2** For employees with 20 or more years of service, earned satisfactory service shall be determined on the basis of 130 days.

##### **12:5-4 Granting of Increments**

**12:5-4.1** The granting of scheduled increments to professional personnel shall not be automatic, but shall be dependent upon the favorable recommendation of the State District Superintendent.

**12:5-4.2** Earned increments in conformity with the Salary Schedule A will be granted annually to employees paid on a ten-month year on September 1st.

**12:5-4.3** Earned increments in conformity with Schedule A will be granted on the first of July for all twelve-month employees.

**12:5-4.4** The decision to withhold an increment for educational reasons shall not be subject to binding arbitration. However, claims of procedural violations in the evaluative process may be submitted to the grievance procedure.

**12:5-4.5** Increments will not be withheld for an employee based upon absenteeism if his/her absences are the result of an injury which was determined to be eligible for workers compensation benefits and which was sustained from an assault upon the employee while the employee was performing his/her duties.

**12:5-5 Exceptions**

Personnel on authorized leaves of absence are not entitled to increments other than those applicable under the Articles set forth herein which apply and the earned increment rule with the exception of absence by virtue of sabbatical or military service leaves and absence for paid sick leave granted by virtue of the sick leave policy.

**12:5-6 Procedure - Withholding Increments for Disciplinary Reasons**

If the Association claims an employee's increment was withheld by the district for predominantly disciplinary reasons, the dispute may be submitted by the Association to the Public Employment Relations Commission (PERC) for review. Should the Public Employment Relations Commission uphold the contention of the Association, the issue may then be resolved in binding arbitration as provided in the grievance procedure outlined in Article 3.

**12:6 PROMOTIONS**

When a professional employee is promoted to a supervisory or administrative position, said employee shall, at the time of assuming said position, be placed on the appropriate step of the new salary guide which will result in an increase for the employee.

**12:7 NON SCHEDULE SALARIES**

The District agrees to the following salaries not included in the attached schedules:

**12:7-1 Staff Positions**

Teachers, Instructional Assistants (I-IV), Secretaries, School Community Program Coordinators (SCPC's), Security Guards and Attendance Officers, employed in the district's Saturday morning school program, Title I summer skills program, summer school program, bedside instruction program, evening school program, and any other programs which are implemented outside of the regular school work day, shall be compensated at the rate(s) established below for all work, meetings, and orientation sessions connected with the program(s).

Teachers (Certificated Staff)	\$33.00 per hour
Instructional Assistants (I, II, III, IV)	23.00 per hour
SCPC's	18.00 per hour
Secretaries	16.50 per hour
Security Guards	12.00 per hour
Attendance Officers	15.00 per hour

**12:7-2 Directors**

Staff members employed as directors in the above mentioned programs shall be compensated at the rate of (\$6.00) per hour more than those rates listed in 12:7-1.

### **12:7-3 Department of Special Services**

Employees in the Department of Special Services who work beyond the end of the contracted work year shall continue to be paid at the rate as they have in the past.

### **12:7-4 New Programs**

Should the District institute any programs or projects outside of the regular District ten-month program which employ members of the bargaining unit represented by the Paterson Education Association, those employees shall be paid according to the rates established above.

### **12:7-5 Summer Sessions - Defined**

For the purposes of this Agreement, "summer" sessions shall be considered as the program held following the school year as listed above.

### **12:7-6 TRAVELING EXPENSES**

**12:7-6.1** Employees who are required to use their own automobiles in the performance of their regular duties and who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the following rates:

Child Study Teams assigned to Department of Special Services	\$45.00 monthly
Attendance Officers	\$45.00 monthly
Other traveling Teachers (including Child Study Team members)	\$37.50 monthly

**12:7-6.2** The criterion for determining the allotment to which employees are entitled will be to accept as valid the levels of reimbursement in effect for categories of employees or individual employees as of December 31, 1991.

### **12:8 RETIREMENT ALLOWANCE**

Employees who retire under the appropriate state retirement plan for their job classification shall receive a lump sum payment according to the following formula and procedure:

#### **12:8-1 Rate of Compensation**

One day's salary for every two days of unused sick leave up to a maximum of eighty (80) days of salary.

#### **12:8-2 Minimum Days of Eligibility**

No payment shall be made under this section unless the retiring employee has at least twenty (20) days of unused sick leave available as of the retirement date.

#### **12:8-3 Computation**

Computation of a day's pay is to be made by dividing the employee's annual salary at the time of retirement by 200.



#### **12:8-4 Payment Guidelines**

Payment shall be made within thirty (30) days following the employee's effective date of retirement, or on the first day in January of the calendar year following the retirement of the employee, at the discretion of the employee. The employee shall designate the date of payment to the District within thirty (30) calendar days prior to the effective date of retirement.

#### **12:8-5 Employee Death Benefit**

In the event of death, the employee's estate shall receive said payment.

**ARTICLE 13  
EMPLOYEE ASSIGNMENT  
PROMOTION, TRANSFER AND REASSIGNMENT**

**13:1 EMPLOYEE ASSIGNMENT**

**13:1-1 Notification of Assignment**

All ten-month (10) employees shall be given notice of their salary schedules, class and/or subject assignments, building and room assignments for the forthcoming year not later than the closing of school by their immediate supervisor.

**13:1-2 Transfers/Reassignments - 10 Month Employees**

All ten month employees affected by transfers or reassignments shall be notified in writing and by mail no later than August 1.

**13:1-3 Schedules - Traveling Employees**

Except in the case of Attendance Officers and School/Community Program Coordinators, whose travel assignments shall be made to maximize their efficient functioning in their job responsibilities, schedules of employees who are assigned to more than one school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter-school travel. Such employees shall be notified of any changes in their schedules as soon as practicable.

**13:1-4 Procedures After Deadline - 10 Month Employees**

In the event that changes in such schedules, class and/or subject, building and room assignments are proposed after August 1, the Association and any employee affected shall be notified promptly in writing, and, upon request of the employee and the Association, the changes shall be promptly reviewed between the State District Superintendent or his/her representative and the employee affected and at his/her option a representative of the Association.

**13:1-5 Transfers/Reassignments - 12 Month Employees**

All twelve-month (12) employees affected by transfers or reassignments shall be notified in writing and by mail at least fifteen (15) calendar days, not to include vacation period, before said transfer will take effect.

**13:1-6 Recourse Procedures - 12 Month Employees**

Twelve-month (12) employees affected by transfers or reassignments shall, upon written request, be given a conference with the administrator affecting the change.

**13:2 PROHIBITION OF DISCIPLINARY TRANSFERS**

Disputes over whether an employee was transferred for disciplinary reasons may be submitted by the Association to the Public Employment Relations Commission (PERC) for adjudication. If PERC sustains the Association's claim, the employee involved shall be returned to the work site from which the transfer emanated.

### **13:3 Employee Requests for Transfers or Reassignments**

Employees who desire a change in grade, subject and/or assignment or who desire to transfer to another building may file a written statement of such desire with the State District Superintendent not later than April 1. Such statement shall include the grade, subject and/or assignment to which the employee desires to be assigned and the building(s) to which the employee desires to be transferred in order of preference.

### **13:4 Association Rep. Protection**

The school district and the Association recognize that Association officers, Executive Board members and members of the Delegate Assembly may have in their relationship to their jobs a special need for continuity in assignment and location. It is agreed therefore that these Association officers, Executive Board members and members of the Delegate Assembly will not be reassigned or transferred arbitrarily or in retaliation for union activities.

### **13:5 Salary**

Salary schedules for positions included in this Article, except for promotional positions, shall be negotiated under procedures outlined in Article 2 of this Agreement, along with regular salary schedules wherever possible, or at such other times as may be appropriate in order to conform to the time requirements for the implementation of said programs.

### **13:6 Association Notification**

On a monthly basis, the State District Superintendent shall make available to the Association in writing, the names of all new employees and transfers known at that time.

### **13:7 POSTING**

#### **13:7-1 Positions Subject to Requirements**

All openings for positions in the district, including promotional positions, accredited evening high school, summer school, home teaching, federal projects and other programs including non-teaching positions for which employees represented by the Association may be qualified and eligible, shall be publicized by the State District Superintendent during the school year in accordance with the following:

#### **13:7-2 Posting Procedure**

**3:7-2.1** All qualified employees shall be given adequate opportunity to make application for said positions, and no position shall be filled until properly submitted applications have been considered.

**13:7-2.2** The district agrees to give due weight to the background, experience and attainments of all applicants and other relevant factors.

**13:7-2.3** Notification for applications shall be posted and circularized in the schools. Employee shall indicate they have seen said notification by signing their name and dating said notification.

**13:7-2.4** The district agrees to forward to the Association office at the time of the posting, copies of all position postings.

13:7-2.5 Said notification shall be made known as such vacancies which are to be filled become known or available.

13:7-2.6 In the case of existing positions, said posting shall occur twenty-one (21) calendar days prior to the date upon which the vacancy will occur.

13:7-2.7 Posting announcements will include the qualifications of specific positions, position title, and the date upon which application for such position is due.

13:7-2.8 Posting for vacancies earlier than stated above is encouraged.

13:7-2.9 Summer school and accredited evening high school openings shall be posted not later than the preceding April 1 and June 1 respectively, and employees shall be notified of action taken not later than May 1 and September 1 respectively.

13:7-2.10 No later than June 1 of each school year, the State District Superintendent shall cause to be delivered to the Association a list of all known/anticipated vacancies which shall occur during the following year.

#### **13:8 APPLICATION DEADLINE**

Application for posted positions outlined in 13:7 above must be submitted to the State District Superintendent's Office no later than twenty-one (21) calendar days from the date the position is posted. Applications received after said date may be considered.

#### **13:9 PROMOTIONS DEFINED**

Positions which are full time and are paid a salary in excess of the salaries listed in Schedule A shall be considered promotions.

#### **13:10 COVERAGE BY MASTER AGREEMENT**

All of the provisions of this Agreement shall apply to full time employees who also hold positions in the accredited evening high school, summer school, bedside instruction and/or federal programs, except where clearly inapplicable.

**ARTICLE 14  
EMPLOYEE EVALUATION**

**14:1 STAFF OBSERVATION AND PROFESSIONAL IMPROVEMENT**

It is the desire of the parties to reward and support excellence in teaching, provide support to enhance the instructional skills of those teachers who need or request such help, and to give timely and appropriate feedback to all teachers about their performance, in order to ensure maximum student achievement.

**14:1-1 Association-District Committee on Employee Evaluation**

The District and the P.E.A. will jointly create a team composed of equal numbers of representatives from both parties.

**14:1-2 Committee Responsibilities**

It shall be the responsibility of the Association-District Committee on Employee Evaluation to:

**14:1-2.1** Review the Professional Improvement Plan ("PIP") form, develop and explicitly communicate clear expectations about performance goals, observations, evaluations and PIP plans to the entire District.

**14:1-2.2** Revise District-wide observations and evaluation forms based on job descriptions for teachers, instructional assistants, security guards, secretaries, and each other category of employees represented by the P.E.A. using those expectations and performance goals developed above as guidelines.

**14:1-2.3** Develop and implement training for administrators after the evaluation forms are completed and before the forms are disseminated.

**14:1-2.4** Develop ways to foster a climate of trust, so that employees regard observations and evaluations as opportunities for growth and support, rather than viewing them with apprehension as possible means of discipline or punishment.

**14:2 GENERAL CRITERIA**

**14:2-1 Open Evaluation**

All monitoring or observations of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

**14:2-2 Observation Sessions**

**14:2-2.1** Each observation session should be long enough to enable the employee to demonstrate the full activity being observed, and no portion of the activity not actually observed should be commented upon. (For example, an observer of a teacher should observe an entire class period or lesson, and should not comment about the teacher's effectiveness at opening the session and establishing student expectations unless he/she was there to observe from the beginning.)

**14:2-2.2** An observation may be conducted for a shorter time if it is explicitly intended to focus on only a portion of the entire activity underway. (For example, if an earlier observation found a teacher

ineffective at closing a lesson, after a conference discussing the prior observation, the evaluator would be free to observe only the closing section of a subsequent lesson.)

#### **14:2-3 Evaluation by Certificated Personnel**

**14:2-3.1** Employees shall be evaluated only by persons certificated by the New Jersey State Board of Examiners to supervise instruction.

**14:2-3.2** Employees shall be evaluated by the principal, vice principal(s) and/or the department chairpersons of the school, as appropriate.

**14:2-3.3** An employee may request other relevant observers, such as department chairpersons or curriculum administrator.

**14:2-3.4** Employees shall not be evaluated by their peers; no evaluation of staff shall be conducted by personnel defined in ARTICLE 1 of this Agreement.

#### **14:2-4 Copies of Evaluation**

An employee shall be given a copy, for his/her permanent retention, of any class visit, observation and/or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

### **14:3 PERSONNEL RECORDS**

#### **14:3-1 File**

An employee shall have the right, upon request, to review the contents of his/her personnel file and the receive copies at his/her expense of any documents contained therein. A employee shall be entitled to have a representative of the Association accompany him during such review. At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the State District Superintendent or his/her designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure commencing at Level Two.

#### **14:3-2 Derogatory Material**

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the State District Superintendent or his/her designee and attached to the file copy.

#### **14:3-3 No Separate File**

Although the District agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

#### **14:4 EVALUATION PROCEDURE**

##### **14:4-1 Pre-Observation Communication**

Prior to any annual evaluation report, the immediate supervisor of a non tenure employee shall have had appropriate communication, including but not limited to all steps listed below, with said employee regarding his/her performance as an employee.

##### **14:4-2 Procedure**

Supervisory reports shall be presented to non-supervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

**14:4-2.1** Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports of observation and of discussions with any or all supervisory personnel who come into contact with the employee in a supervisory capacity.

**14:4-2.2** Such reports shall be addressed to the employee.

**14:4-2.3** Such reports shall be written and shall include when pertinent, strength of the employee as evidenced during the period since the previous report; weaknesses of the employee as evidenced during the period since the previous report.

**14:4-3** Such supervisory reports are to be provided for non-tenure employees at least three (3) times each year, the first not later than November 15, the second not later than February 15, and the last not later than April 15.

#### **14:5 POST OBSERVATION/EVALUATION CONFERENCE**

In the process of the formal observation/evaluation, the employee shall have an observation conference within five (5) working days of the observation. At this session, the employee will receive feedback regarding the observation/evaluation.

#### **14:6 TERMINATION OF EMPLOYMENT**

Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article.

## **ARTICLE 15**

### **NON-RENEWAL/FAIR DISMISSAL PROCEDURE**

#### **15:1 NOTIFICATION OF CONTINUED EMPLOYMENT**

Non-tenure teaching and instructional assistants shall be notified of continued employment or of non re-employment according to the procedures set forth in N.J.S.A. 18A:27-10 et seq. All other staff members covered by this Agreement shall be so notified sixty (60) calendar days prior to the effective date of non re-employment.

#### **15:2 APPEALS OF TERMINATION**

**15:2-1** Appeals from a decision not to renew the contract of a non tenure teaching staff member or instructional assistant shall be conducted according to the relevant provisions of the New Jersey Administrative Code. To the extent permitted by law, claims of procedural defects in the implementation of said procedures may be submitted to the grievance procedure.

**15:2-2** Staff to whom these provisions do not apply under the law and Administrative Code may request in writing a hearing before a hearing officer, or tribunal, established by the District, who shall be granted the authority to confirm the decision to terminate employment or overturn such decision and reinstate said employee.

**15:2-3** Said hearing will be held within thirty (30) days of the employee's request.

**15:2-4** Within five (5) working days of the hearing, the employee shall be notified in writing of the decision in the matter.



## **ARTICLE 16**

### **EMPLOYEE FACILITIES**

#### **16:1 LISTING OF FACILITIES**

**16:1-1** An employee shall have the right to use available equipment and supplies to aid in the preparation of instructional materials.

Each school shall have the following facilities:

**16:1-2** A private storage space in each classroom in which employees may store instructional materials.

**16:1-3** An appropriately furnished room reserved for the exclusive use of employees as a faculty lounge where feasible. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

**16:1-4** Regular services of an exterminator.

**16:1-5** A private pay phone in each faculty lounge for the exclusive use of the employees where feasible and at no cost to the District.

**16:1-6** A communication system so that employees can communicate with the main office from their classrooms.

**16:1-7** Well-lighted and cleaned employee rest rooms, separate from the student rest rooms, and with sufficient supplies.

**16:1-8** Free and adequate off-street paved parking facilities, which are protected against vandalism, properly maintained, and identified exclusively for employee use, where possible and District property is available.

**16:1-9** Closet space for each employee to store coats and other personal articles.

**16:1-10** Teacher editions, exclusively for each employee's use, of all texts used in each of the courses taught by the teacher.

**16:1-11** Chalkboard space in every classroom.

**16:1-12** Individual books for each student, paper, pencils, chalk, erasers and other such material required in daily teaching responsibility shall be available.

#### **16:2 ACCESS TO WORK AREAS**

Employees should have access to the faculty lounge and employee work area both during and after regular school hours.

### **16:3 REPORTING OF ABSENCES**

Employees may call the telephone answering service between 4:00 p.m. and 7:00 a.m. to report unavailability for work. Once an employee has reported unavailability, it shall be the responsibility of the administrator to arrange for a substitute. In the event of an emergency or unexpected occurrence, the employee shall be authorized to contact the Principal directly.

Staff not assigned to school buildings will continue to report absences to their immediate supervisors.

**ARTICLE 17**  
**EMPLOYEE-ADMINISTRATION LIAISON**

**17:1 ORGANIZATION**

The employees from each school shall select a Liaison Committee for each building. Said committee shall consist of not more than one (1) member for every twelve (12) employees in the school building, but shall in no event be less than three (3) members, at least one of whom shall be a representative of the Association.

**17:2 MEETINGS**

The committee shall meet with the building principal at least once every two months for the duration of the school year. These meetings may take place after regular school hours.

**17:3 AREAS FOR COMMITTEE CONSIDERATION**

Areas for consideration shall include but not be limited to such matters as:

1. Curriculum
2. Textbooks
3. Distribution of Materials and Supplies
4. Discipline
5. Parent Visitation

## **ARTICLE 18**

### **SICK LEAVE - PERSONAL LEAVE**

#### **18:1 ACCUMULATIVE**

All employees shall be entitled, beginning with the first day of the school year, whether or not they report on that day, to fifteen (15) sick or personal days, not less than ten (10) of which shall be for illness nor more than five (5) for personal reasons. Any of the unused days shall be accumulated from year to year as sick-leave days with no maximum limit.

#### **18:2 TRANSFER FROM OTHER DISTRICTS**

Whenever the District employs an employee who has an unused accumulation of sick leave days from another school district in New Jersey, the District may honor such additional sick leave time as accumulated by the employee up to 40 days in addition to the annual and accumulated sick or personal leave provided in 18:1 of this ARTICLE.

#### **18:3 NON-ACCUMULATIVE DAYS**

##### **18:3-1 Right of Application**

Any employee whose accumulated sick leave has been exhausted may petition the District for additional sick leave. The written request must be accompanied by a physician's statement setting forth the nature of the illness and the number of days needed by the employee to recover from the disability. Each such request shall be evaluated by the District on an individual basis.

##### **18:3-2 Rate of Compensation**

A ten-month employee whose request for additional sick leave is granted by the District shall be paid 1/200th of his/her annual salary, less the pay of a substitute for each day of leave approved. A twelve-month employee whose request for additional sick leave is granted by the District shall receive 1/240th of his/her annual salary, less the pay of a substitute for each day of leave approved.

#### **18:4 NOTIFICATION OF ACCUMULATION**

Employees shall be given a written accounting of accumulated unused leave days no later than November 1 of each school year.

#### **18:5 PHYSICIAN'S CERTIFICATE**

A physician's certificate may be required by the District for personal illness after four (4) consecutive days.

**ARTICLE 19**  
**TEMPORARY LEAVES OF ABSENCE**

**19:1 TYPES OF LEAVE**

Employees shall be entitled to the following non-accumulative leaves of absence with full pay each year.

**19:1-1 Bereavement**

**19:1-1.1** Employees are entitled to four (4) calendar days leave for death of spouse, child, parents, siblings, grandparents, grandchildren, or spouse's parents.

**19:1-1.2** Employees are entitled to a total of three (3) calendar days leave for death of related members of the immediate household.

**19:1-1.3** In the event of the death of an employee or student in the Paterson School District, two (2) school personnel shall be granted sufficient time off by the Principal to attend the funeral.

**19:1-1.4** Immediately upon return to school from a bereavement leave, employees shall complete and file with the District a bereavement leave form which shall be available in the Principal's office in the individual schools, or in the Office of the State District Superintendent of Schools.

**19:1-1.5** The parties agree that days taken in accordance with the provisions of this Section shall be consecutive calendar days, one of which shall be the day of the funeral.

**19:1-1.6** It is further agreed that should special circumstances warrant a request for leave to be applied in a manner other than that described in this Section, said request shall be considered by the State District Superintendent of Schools and granted at his/her discretion.

**19:1-2 Conferences of Affiliates**

Representatives of the Association may attend conferences and conventions of state and national affiliated organizations as hereinafter stated.

**19:1-3 Legal**

Time necessary for appearance in any criminal, quasi-criminal, Workers' Compensation proceeding or other legal proceeding pertaining to school business or school affairs in which an employee is personally involved or is required to attend by law.

**19:1-4 Military**

**19:1-4.1** Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his/her regular pay less any pay which s/he receives from the state or federal government.

**19:1-4.2** Employees shall be granted leaves of absence for entering Military or Naval Service. N.J.S.A. 38:23-4.

### **19:1-5 Conventions**

**19:1-5.1** Employees shall be granted leaves of absence to attend State or National Conventions. (See Military 38:23-2.)

**19:1-5.2** Employees may attend conventions, conferences and meetings subject to the following regulations and limitations:

**19:1-5.2-1** Application to be absent for any of the said purposes must be made in writing to the State District Superintendent.

**19:1-5.2-2** The convention, etc., must embrace the employee's sphere of activity.

**19:1-5.2-3** The Superintendent may approve the application and recommend its approval to the District.

**19:1-5.2-4** A leave of absence granted for any of the aforesaid purposes shall be without loss of salary, and the employee shall be granted a sum sufficient to cover his/her travel expenses, plus an allotment of \$25.00 per diem.

**19:1-5.2-5** Employees attending conventions, etc., aforesaid, shall file with the Superintendent a written report covering the activities of the convention, etc., and the benefits derived therefrom. Said report shall be filed with the Superintendent no later than ten days following the employee's return to service.

**19:1-5.2-6** Employees granted leave under these regulations shall be considered in regular service of the District.

### **19:1-6 Good Cause**

Other leaves of absence with pay may be granted by the State District Superintendent for good reasons at any time during the school year.

### **19:1-7 Limits**

**19:1-7.1** Absences before and after a holiday or before September 15 and after June 15, shall be limited to personal illness or bereavement leave. Any application for absence during these periods for reasons other than a personal illness or bereavement leave, shall be subject to approval by the District in advance of the proposed absence.

**19:1-7.2** All leaves under 19:1-3 (Legal), shall be applied for at the time of the occurrence.

**19:1-7.3** Except for illness, absences are not authorized for more than three (3) consecutive days, unless prior approval is obtained from the Office of the State District Superintendent.

### **19:2 IN ADDITION TO SICK LEAVE**

Leaves taken pursuant to 19:1 above shall be in addition to any sick or personal leave to which the employee is entitled.

### **19:3 NJEA CONVENTION**

Teachers may attend the annual convention of the New Jersey Education Association for a period of not more than two days in any school year without loss of pay in accordance with the provisions as more particularly set forth in N.J.S.A. 18A:31-2.

**ARTICLE 20**  
**EXTENDED LEAVES OF ABSENCE**

**20:1 ASSOCIATION**

The District agrees that up to two (2) employees designated by the Association shall, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

**20:2 INTERNATIONAL AND FEDERAL PROGRAMS**

A leave of absence without pay of up to two (2) years may be granted to any employee who joins the Peace Corps, VISTA, National Teacher Corps, or accepts a Fulbright Scholarship.

**20:3 OUTSIDE TEACHING**

A teacher on tenure may be granted a leave of absence without pay for up to one (1) year at the discretion of the District to teach in an accredited college or university.

**20:4 MILITARY**

**20:4-1 Employee Leave**

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months after recovery of any wound or sickness at time of discharge.

**20:4-2 Spousal Leave**

A similar leave shall be granted to the spouse of any employee who is so inducted or who enlists to join him/her for the period of training in preparation for duty overseas in combat zones.

**20:5 POLITICAL**

The District shall grant a leave of absence without pay to any employee to campaign for, or to serve in public office.

**20:6 MATERNITY LEAVE**

**20:6-1 Childbirth**

**20:6-1.1** An employee shall notify the State District Superintendent of her pregnancy as soon as it is medically confirmed. The District shall grant maternity leave without pay to any employee upon her request, to commence on the day requested by the employee so long as the effective date of the leave conforms to the most recent decisions of the Commissioner of Education, State and Federal court decisions, and the state law.

**20:6-1.2** A non-tenure teacher or probationary Instructional Assistant (I-IV) will not be granted maternity leave beyond the term of her contract.



20:6-1.3 The District agrees not to maintain or enforce any policy or practice for the removal of any tenure or non-tenure employee from her duties which is based solely on the fact of her pregnancy or on the fact that she completed a specific number of months of pregnancy, but shall consider and treat each employee on an individual basis in accordance with the provisions of the New Jersey Law against Discrimination N.J.S.A. 10:5-1, et seq.

20:6-1.4 The District may remove a pregnant employee from her duties on any one of the following bases:

20:6-1.4 -1 Her performance has substantially declined from her performance before beginning her pregnancy or during said pregnancy.

20:6-1.4-2 Her physical condition or capacity is such that her health would be impaired if she were to continue in her assignment, provided however that her physical incapacity shall be deemed to exist only after the District notified the employee that she may lack the capacity to properly fulfill her responsibilities.

20:6-1.4-2.1 The pregnant employee fails to produce a certificate from her physician that she is medically able to continue in her assignment.

20:6-1.4-2.2 The physician for the District and the employee's physician agree that she should not continue in her assignment, or,

20:6-1.4-2.3 Following a difference of medical opinion between the physician for the District and the physician for the employee, such physicians shall appoint an impartial third physician who shall examine the employee and conclusively determine the issue of her medical capacity to continue in her assignment. The expense of an examination by such impartial physician shall be shared equally by the employee and the District.

20:6-1.5 An employee returning from a leave of absence for maternity shall be required to submit to the District, a certificate certifying her ability to resume the duties of her position.

20:6-1.6 An employee shall be entitled to use accumulated sick days for illness or disability resulting from maternity; an employee returning from a leave of absence for maternity shall be entitled to all benefits to which employees returning from other types of sick leave or disability leaves would be entitled.

20:6-1.7 Any Instructional Assistant (I-IV) granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.

20:6-1.8 Any Instructional Assistant (I-IV) granted maternity leave shall, at her request, be restored to the exact same position vacated at the commencement of said leave.

20:6-1.9 No staff member shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return.

#### **20:6-2 Adoption of Child**

An employee adopting a child shall be granted a leave of absence without pay to commence upon receiving de facto custody of said child, or earlier, if necessary, to fulfill the requirements for the adoption.

#### **20:6-3 Duration of Leave**

**20:6-3.1** The District agrees that a staff member giving birth to a child during the school year shall be granted a maternity leave of absence for the remainder of the school year, and, in addition, shall be granted an extension of that leave for child care for the entire school year following the termination of the first leave, if the employee so requests.

**20:6-3.2** The District will contact the employee on leave in writing three months prior to the end of her leave of absence to advise the employee of her future employment options, including returning to active service, resigning from active service, or applying for an extension of leave of absence as provided for in 20:10 of this Article.

**20:6-3.3** Employees on leave shall notify the District of their future employment decision, based upon the above, at least thirty days prior to the end of the school year in which the leave of absence terminates.

#### **20:7 ILLNESS IN FAMILY**

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Such leave shall be requested in writing and may be granted at the discretion of the District.

#### **20:8 GOOD CAUSE**

Other leaves of absence without pay may be granted by the District for good reason, including paternity leave.

#### **20:9 FAMILY LEAVE ACT NOTIFICATION**

Upon receipt of request for unpaid leave of absence under the provisions of this Article, the District shall notify, in writing, the applicant staff member of the provisions and entitlements of the Family Leave Act of 1990, and grant same upon request of the staff member.

#### **20:10 EXTENSIONS AND RENEWALS**

All requests for extensions or renewals of leaves shall be in writing to the Office of the State District Superintendent of Schools. Any action concerning said requests by the District shall be in writing.

#### **20:11 TERMINATION OF LEAVES OF ABSENCE**

Unpaid leaves of absence, except in emergency situations, shall terminate at the end of the academic year. If extensions of these leaves are granted, the extension shall terminate on January 31 or June 30.

## **20:12 RETURN FROM LEAVE**

### **20:12-1 Salary**

Upon return from leave, an employee shall be placed on the salary schedule at the appropriate level commensurate with years of experience. An employee shall not receive credit for time spent on a leave.

### **20:12-2 Benefits**

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return.

## **ARTICLE 21 SABBATICAL LEAVES**

### **21:1 PURPOSE**

A sabbatical leave shall be granted to a certified teacher by the District for study, travel, or for other reasons of value to the school system.

### **21:2 CONDITIONS**

#### **21:2-1 Number of Employees**

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of thirty (30) members of the teaching staff for any one school year.

#### **21:2-2 Requests**

Requests for sabbatical leave must be received by the State District Superintendent on an official application form as follows:

**21:2-2.1** Application for leave during any full semester that is, from September through January or for any full school year, must be made on or before April 1st of that year.

**21:2-2.2** Application for leave during the second semester, that is, February through June, must be made on or before November 1st of that school year.

**21:2-2.3** The State District Superintendent shall make a recommendation on each application for sabbatical leave and the same shall be subject to approval of the District not later than the public meeting in May.

**21:2-2.4** It is the intention of this resolution that all sabbatical leaves must begin at the commencement of a school semester and terminate at the end of a school semester.

#### **21:2-3 Minimum Time to Qualify**

Applicants for sabbatical leave for study purposes shall have completed seven (7) years or more of satisfactory service in the Paterson School District. Applicants for sabbatical leave for travel or other reasons of value to the school system shall have completed ten (10) years or more of satisfactory service in the Paterson School District.

#### **21:2-4 Pay**

Employees on sabbatical leave of absence shall be paid fifty (50%) percent of their salary for the months they are on leave in the same manner as though they were on active duty. The District shall continue to pay the pension of the individual while on a sabbatical leave.

#### **21:2-5 Study**

**21:2-5.1** A sabbatical leave of absence for the purpose of study shall require that applicant attend, for a period of not less than ten (10) weeks each semester, a college or university recognized by the New Jersey State Department of Education. If such attendance is undergraduate study, such applicant must pursue not less than ten (10) credits during a semester or if for graduate study, then said applicant must pursue not less than six (6) credits each semester.

**21:2-5.2** All courses must be in the applicant's field of work and applicants shall be required to file a transcript of said record following each semester. The transcript shall be filed with the Office of the State District Superintendent of Schools. All courses as set forth herein must be taken during the regular semester exclusive of summer sessions.

#### **21:2-6 Travel**

No sabbatical leave for travel shall be granted unless such leave application is accompanied by an itinerary setting forth in detail the travel program contemplated. Such travel itinerary must be approved by the State District Superintendent of Schools.

#### **21:2-7 Preference**

Applicants for sabbatical leave of absence shall be given preference according to their relative years of service subsequent to their last preceding sabbatical leave and availability of replacement to be determined by the State District Superintendent of Schools. Because it is more difficult to secure substitutes for a semester than for a full school year, preference will be assigned to applicants for leave covering a full school year.

#### **21:2-8 Return**

**21:2-8.1** Employees on sabbatical leave shall be considered to be in regular full-time attendance in the position held at the beginning of such leave for the purpose of determining his/her length of service.

**21:2-8.2** Employees absent because of an authorized sabbatical leave shall receive such increments as are granted during that period.

**21:2-8.3** Employees shall agree in writing to return to his/her employment for a period of not less than two years following the expiration of such sabbatical leave.

#### **21:2-9 Illness**

Interruption of sabbatical leave for study or travel caused by serious illness or accident during such leave shall not prejudice the District as regards the fulfillment of the conditions regarding study or travel on which the leave was granted nor affect the amount of compensation paid such employee under the terms of such sabbatical leave, provided:

**21:2-9.1** Evidence of the accident or illness is satisfactory to the State District Superintendent of Schools.

**21:2-9.2** The State District Superintendent has been promptly notified of such accident or illness with ten (10) days of such accident or illness.

#### **21:2-10 Definitions**

**21:2-10.1** "Member" or "applicant" shall mean all members of the staff whose status is recognized by the New Jersey State Department for certification, executive and administrative officers.

**21:2-10.2** "Service" and "employ" shall mean only active full-time participation in teaching or executive, administrative or supervisory capacities in the Paterson School District.

**21:2-11 Termination of Leave**

**21:2-11.1** No applicant on sabbatical leave shall be permitted to engage in remunerative employment while on such leave. A violation of this regulation shall be sufficient reason to effect a cancellation of the leave.

**21:2-11.2** The District offers the privileges mentioned above with the expectation that those to whom leaves are granted will fulfill the obligations which they assume in accepting the leaves of absence under these rules. In any case of violation, the leaves of absence will be terminated by the District and will be regarded as evidence of conduct unbecoming an employee.

## **ARTICLE 22**

### **STAFF DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

#### **22:1-1 PURPOSE**

In a rapidly changing society, employees must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change and other topics related to education. The District recognizes that it shares with its professional staff responsibility for the upgrading and updating of employee performance and attitudes. The District and the Association support the principle of continuing training of employees and the improvement of instruction.

#### **22:1-2 PROFESSIONAL DEVELOPMENT**

**22:1-2.1** As part of their commitment to excellence, the parties agree that increased student achievement requires providing staff with continuous, on-going opportunities to learn and grow in their profession or assignment. Therefore, the District will work with the P.E.A. to coordinate, monitor and support professional development opportunities for staff.

**22:1-2.2** The parties will work together to survey staff needs, keep abreast of and publicize professional development opportunities, and work with local schools and staff to develop staff-based in-service which will enable staff to share expertise and creative, innovative ideas.

**22:1-2.3** The District also agrees to work closely with P.E.A. so that where possible and appropriate, staff can receive in-service credit for District-approved NJEA and other professional development activities.

#### **22:2 PROGRAMS**

##### **22:2-1 Mandated Programs**

The District agrees to implement the following:

**22:2-1.1** The District agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required and/or requested by the administration to take. The above does not include courses taken toward normal certification requirements.

**22:2-1.2** A leave of absence granted for any of the aforesaid purposes shall be without loss of salary, and the employees shall be granted a sum sufficient to cover his/her travel expenses, plus an allotment of \$25.00 per diem.

##### **22:2-2 Conferences or Workshops**

**22:2-2.1** Any member of the professional staff wishing to attend a conference or workshop held during an in-school work day shall submit such a request in writing to the State District Superintendent five days in advance. Such requests shall be subject to approval by the State District Superintendent, and should such request be denied, said denial shall be in writing.

**22:2-2.2** The District agrees to pay the reasonable expenses incurred by employees who attend such sessions according to 22:2.1-2 above.

### **22:2-3 In-service Workshops**

In-service programs shall be conducted during the employees work day if employee attendance is required.

### **22:3 EXPERIMENTAL PROGRAMS**

Any aspect of an experimental program which would affect the terms and conditions of employment shall be negotiated with the Association before implementation.

### **22:4 TUITION REIMBURSEMENT**

#### **22:4-1 General Guidelines**

**22:4-1.1** A teacher under contract to the Paterson School District who earns additional semester credits in courses related to education which are approved by the State District Superintendent will be reimbursed for tuition up to the approved State College rate for no more than three courses per contract year which may be prorated based upon the percentage of time that the teacher spends in the Paterson school system in any one fiscal year as established in the guidelines of 22:4.7 below. The last day of the semester or term shall determine in which fiscal year the tuition would qualify for reimbursement.

**22:4-1.2** In addition, courses related to education in areas designated by the State District Superintendent of Schools will be compensated at the approved State College rate for all tuition charges and other mandatory fees assessed by the college or university.

#### **22:4-2 Course Eligibility**

In order to be eligible for tuition reimbursement for such approved courses, the course must be in the field of education or the teacher's certification, or a course to obtain additional certification, unless it is part of a degree program, or unless this provision is waived by the State District Superintendent. Additionally, the course must be taken at an accredited college or university.

#### **22:4-3 Intent**

The intent of this provision is to reimburse tuition costs for graduate courses in the areas cited above except that undergraduate courses taken within the area of a teacher's certification, to obtain an additional certification or in the area of an educational degree program may be taken, and the graduate course requirement shall be waived, by authorization and approval of the State District Superintendent of Schools.

#### **22:4-4 Grade Requirement**

**22:4-4.1** A "B" average must be maintained in each course in order for the course to be reimbursable.

**22:4-4.2** In the case of a degree program, the individual college's requirement for passing shall govern and if the teacher passes and receives credit from the college, the costs of tuition, subject to the above limitations, shall be reimbursable.



#### **22:4-5 Payment Schedule**

For courses taken, reimbursement shall be within sixty (60) days of receipt of transcript and summer courses will be reimbursed in September provided the teacher returns to the District.

#### **22:4-6 Procedural Guidelines**

Procedural guidelines for the submission of reimbursement claims shall be established mutually by the State District Superintendent or designee and the Association. Said guidelines review will begin upon ratification of this Agreement.

#### **22:4-7 Limitations**

Courses taken for initial certification or degree will not be eligible for reimbursement under the guidelines established herein.

#### **22:4-8 District Expenditure Liability**

The parties agree that the amount of money expended by the District for tuition reimbursement under the provisions of this Article during the 1991-92 and 1992-93 school years shall not exceed \$250,000. Further, the parties agree that thereafter, should the State College tuition rate be increased or decreased, the amount of money to be expended by the District shall be increased or decreased by that same percentage.

#### **22:4-9 Instructional Assistants (I-IV)**

**22:4-9.1** The District and the Association agree to explore avenues of obtaining funds from sources outside the District to be used to provide a tuition reimbursement program for Instructional Assistants (I-IV). Efforts will be made to check state and federal resources, endowment funds, state and national associations, and other appropriate agencies to obtain funds to assist Instructional Assistants (I-IV) to be employed as teachers in the District subject to funding.

**22:4-9.2** Regardless of whether the District obtains outside sources of funding, the District agrees to provide tuition reimbursement for Instructional Assistants (I-IV), for a maximum of two (2) courses taken per year at two or four-year colleges at the county college (2 year) or state college (4 year) rate upon approval by the Instructional Assistant's building principal for courses relevant to such Instructional Assistant's assignment.

#### **22:4-10 Secretarial Training**

The District agrees to offer a module of five courses related to skills needed for secretarial employees. Each course shall consist of two hours of instruction and shall be conducted after the workday at a Paterson school district site or other site convenient to Paterson. Any secretarial employee who successfully completes the entire module of courses consisting of ten (10) hours of instruction shall receive a one-time stipend of \$200.00 which shall be non-cumulative and which shall not be considered part of the secretarial employee's salary. The five-course module shall be offered commencing in the 1995-96 year and for each succeeding year of this contract.

## **22:5 PEER ASSISTANCE PROGRAM**

### **22:5-1 Establishment Provision**

In order to provide staff members with assistance in improving their performance, a Peer Assistance Program will be established within the district under the auspices of the Instructional Council or other collaborative committee having equal representation of the district management and the Association.

### **22:5-2 Areas of Assistance**

Areas of instructional pedagogy in the Peer Assistance Program may include long range concerns (such as student discipline techniques) or short-term curricular areas.

### **22:5-3 Participation Guidelines**

The Peer Assistant Program shall be a voluntary program for both providers and recipients of assistance.

**22:5-3.1** Participation of staff members as recipients under the Peer Assistance Program may be suggested but not mandated by building administrators based upon annual performance evaluations.

**22:5-3.2** Staff members may voluntarily request assistance based upon evaluations or observations by administration or through voluntary self evaluation.

### **22:5-4 Relationship to Evaluation Procedure**

The peer assistance activity shall proceed parallel to and independent of the normal supervisory and evaluation process. Peer assistance providers will not be permitted, either in person, in written form or through hearsay, to participate in any disciplinary or evaluative procedure. Further, no documentation of receipt of assistance through the Peer Assistance Program shall be placed in any personnel record. However, commendations of peer assistance providers may be placed in the personnel file of assistance providers so long as no reference is made to the recipient of the assistance.

### **22:5-5 Compensation**

No mandatory additional time requirements may be placed upon participants in the Peer Assistance Program with the exception of in-service training for assistance providers who shall be compensated at the contractual rate as established in Article 12 of this agreement, should such training take place after the close of the regular work day.

### **22:5-6 Volunteer Solicitation**

Peer assistance provider volunteers may be solicited from the staff of a building by the administrator. Other staff members who wish to provide assistance may indicate such desire to the building administrator.

## **22:6 MENTOR TEACHER PROGRAM**

P.E.A. and the District share an interest in attracting and keeping excellent teachers, providing support to all provisional staff in order to enhance their professional development and improve their teaching skills. The parties also wish to identify and utilize the talents and experience of

outstanding teachers who would apply and, if selected, serve as Mentor Teachers within each school in the District.

#### **22:6-1 Mentor Teacher Designation**

**22:6-1.1** To be eligible to be considered for Mentor Teacher designation, teachers must meet the qualifications listed below and submit an application. The review and designation process will be conducted by a Mentor Teacher Committee composed of an equal number of District and P.E.A. members.

**22:6-1.2** The exact number of Mentor teachers designated for each school will depend on the size, needs, number of provisional staff, etc. at each school. However, no Mentor Teacher shall be responsible for more than eight (8) provisionals in any given year. Mentor Teachers who have instructional responsibilities and who mentor at more than one school shall mentor no more than four (4) provisional teachers.

#### **22:6-2 Mentor Teacher Roles**

The Mentor Teacher, depending on the needs in his or her school and his or her expertise and preferences, will mentor provisional teachers and assist in identifying and facilitating building training opportunities for provisional staff.

#### **22:6-3 Mentor Teacher Program Committee**

##### **22:6-3.1 Composition**

The Committee shall be composed of an equal number of administrators and teachers, but total membership will not exceed eight. The P.E.A. will select teacher members, the District, administrative members, effective Spring, 1992.

##### **22:6-3.2 Responsibilities**

The Committee, in conjunction with the District Personnel Office will develop and post a job description for Mentor Teacher. The posting will list qualifications, application process and deadlines. The notice shall be sent to all teachers in the Paterson District. Upon review of the applications, the Mentor Teacher Program Committee will select Mentor Teachers so that each school will have a pool of Mentor Teachers. If a school has no school-based Mentor Teacher, a school may request a Mentor Teacher from a school that has unassigned or under utilized Mentor Teachers. The Mentor Program Committee will compile and distribute to all schools a list of the Mentor Teachers who have assignments and those who are available.

##### **22:6-3.3 Program Evaluation**

The Committee will review and analyze annually the implementation and effectiveness of the Mentor Program and make recommendations to the parties as may be needed.

#### **22:6-4 Qualifications of Mentor Teachers**

**22:6-4.1** To be eligible for the position of Mentor Teacher, a teacher:

- Must be tenured in the Paterson School District.
- Must have taught at least five years.
- Must have had three consecutive "outstanding" evaluations based upon the standard district staff evaluation form prior to applying for this position.

- Must secure four (4) letters of recommendation from those who are familiar with their work. If possible, at least one of the letters should be from an administrator who has supervised that person.

**22:6-4.2** To insure that those being mentored are open to learning and will feel free to acknowledge weaknesses and ask for help, Mentor Teachers shall not be a part of the evaluation process.

**22:6-4.3** Mentor Teachers will be evaluated annually by the District based on objectives previously established by the Mentor Program Committee. These objectives shall be discussed with the Mentor Teacher prior to assumption of the role.

**22:6-4.4** Mentor Teachers shall be appointed for a one (1) year term which shall be renewable for up to three (3) years. It is conceivable that a person designated as a Mentor Teacher who is in a pool of Mentor Teachers may not get an assignment or a volunteer to work with the first year of any subsequent year in which they have been designated a Mentor Teacher. Therefore, in determining when they have reached the end of the three year renewal limit, the years in which they receive an assignment will govern, rather than the year of designation.

#### **22:6-5 Teaching Load**

Mentor Teachers will need time to consult, observe, diagnose, plan and prescribe for provisional teachers they mentor. They will also need time to meet with other Mentor Teachers and the Mentor Program Committee. For these reasons, Mentor Teachers with instructional responsibilities shall be responsible for no more than eight (8) provisional teachers. In addition to their preparation periods, Mentor Teachers shall have at least two (2) periods per provisional teacher per week free from instructional duties.

#### **22:6-6 Compensation**

A Mentor Teacher shall received a stipend of \$550 per provisional staff member mentored.

## **ARTICLE 23 INSTRUCTIONAL COUNCIL**

### **23:1 Statement of Authorization**

The District and the Association agree to organize an Instructional Council for the purpose of strengthening the education program as a result of the efforts of the District and the Association. The organization membership and procedure shall be formulated through the joint efforts of the State District Superintendent of Schools and the Association.

#### **23:1-1 Purpose**

An Instructional Council shall be established and shall meet no later than October 15. The purpose of the Council shall be to strengthen the educational program through recommendations, research implementation, and evaluation by the State District Superintendent and the Association to best meet the needs of the students, the schools, and the community. The Council may consider, but not be limited to, advising the District and Association on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, experimentation, extra curricular programs, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the district, employee requirement, research, educational specifications for buildings, and other related matters regarding the effective operation of the District.

#### **23:1-2 Membership**

The Council shall consist of five (5) representatives appointed by the State District Superintendent and five (5) representatives appointed by the Association.

#### **23:1-3 Committees**

The Council shall recommend to the State District Superintendent for appointment of subcommittees or ad hoc committees for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.

#### **23:1-4 Individual Initiative for Suggestions**

The Council shall encourage the initiation of ideas and suggestions for projects by individual employees, departments, grade levels, Association committees, administrators, District members, students, parents, or other interested parties.

#### **23:1-5 Additional Members**

Nothing in this Article shall be interpreted to prevent the Council from consulting or appointing to its committees such additional employees, administrators, professional advisors, students, parents, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

#### **23:1-6 Rules of Procedure**

The Council shall establish its own rules of procedure and shall provide for a rotating chairman who shall be responsible for the arrangement and conduct of meetings.

#### **23:1-7 Meetings**

The Council shall meet at least once each month that school is in session. Special meetings may be called during such time as school is not in session at the call of a majority of the members of the Council.

#### **23:1-8 Information**

The Council and its sub-committees shall be provided with the same access to available school district information as provided to the Association as specified in Article 5:1 of this Agreement.

### **23:2 REPORTS**

#### **23:2-1 District and Association Action**

The District and the Association shall consider and study all written recommendations submitted by the Council for action. If the District or the Association refuses to adopt any such recommendations, it shall state the specific reasons for such refusal to the Council in writing.

#### **23:2-2 Minority Reports**

Reports of the Council or any sub-committee established by the Council may include minority as well as majority views.

### **23:3 BUDGET**

The District agrees to provide in its budget, the sum of five thousand dollars (\$5,000) for the purpose of assisting said Council in implementing the responsibilities imposed upon the Council. All requests for funds shall be processed through the District in accordance with the procedures established by the District for approval of project expenditures. One member of the Council shall be selected by the Council to maintain financial records which shall be available for inspection and submitted to the District on an annual basis.

### **23:4 CLERICAL ASSISTANCE**

Adequate secretarial and clerical assistance shall be provided for the Council by the District .

### **23:5 RELEASED TIME**

Members of the Council may find it imperative to meet during schools hours. In such cases if a majority of the members of the Council agree that such meeting must be held during the school day, the District shall grant released time, at no loss of pay for any Council member, however, there shall not be more than three (3) meetings held during school time.

**ARTICLE 24**  
**SITE BASED MANAGEMENT/SHARED DECISION MAKING**

**24:1 Governing Philosophy**

The parties agree that achieving the overall objective of improved student achievement can best be accomplished in an environment that allows decisions about education programs and the resources needed to implement them to be made wherever possible by the individual staff members and administrators who will directly carry them out. Therefore, the parties agree that the District should commit itself to fostering processes that encourage shared decision-making at the school sites. This conclusion is based on the parties' agreement that they share strong interests in:

- Ensuring that every school in the District is operated so as to maximize its effectiveness (increasing quality of student achievements) and its efficiency (value realized from the use of District resources).
- Ensuring that the decision-making process at each school and throughout the district gives appropriate weight to the interests and perspectives of all parties, as a means of improving both the quality of decisions and the probability of their successful implementation.
- Ensuring that transition to Site-Based Decision-Making is preceded by effective communication and coordination of plans and expectations among all parties involved.
- Ensuring that there is general acceptance by staff members and administrators at any school entering into a Site-Based Management/Shared Decision-Making program. Individual staff members and administrators who prefer not to participate in the program will be offered transfers whenever possible, without prejudice to sites where the program is not yet underway.

It is important to note that improving student achievement is in the interest of both parties. Therefore, a school that is producing satisfactory student achievement need not change to Site-Based Management/Shared Decision-Making if its staff and administrators prefer not to participate.

**24:2 Site-Based Management/Shared Decision-Making Defined**

Site-Based Management/Shared Decision-Making (SBM/SDM) programs are joint planning and problem solving processes that seek to improve the quality of working life and education through collaborative efforts of administrators and staff at the work site sharing authority to make decisions. Said programs also reflect the commitment of the District to provide funding for those decisions.

**24:3 ASSOCIATION - DISTRICT COMMITTEE**

**24:3-1 Steering Committee**

A joint Association/District Steering Committee, consisting of eleven (11) people -- five (5) chosen by the District -- five (5) chosen by P.E.A. and the eleventh chosen jointly from the Paterson community, will be established. Should the Committee decide to increase its number, an equal number of members representing the Association and the District shall be added as appointed by the respective parties.

#### **24:3-2 Contract Interpretation Question Referral**

The Steering Committee should refer questions of contract interpretation to both the P.E.A. President and the District Counsel.

#### **24:3-3 Committee Responsibilities**

**24:3-3.1** The joint Association/District Steering Committee shall develop a model of what "site-based management /shared decision making" is for the District, working within the framework of this employment contract.

**24:3-3.2** To set an example of the District-wide approach to site-based management/shared decision-making, this committee will;

- develop a demonstration project as an illustrative example to guide individual sites.
- invite and encourage staff and administrators at the sites to develop and submit proposals to the Committee.
- develop criteria for the evaluation of plans submitted by the sites.
- evaluate plans submitted and select school sites whose plans meet the established criteria.
- conduct meetings with staff of the selected sites.
- plan training for staff at selected sites.
- define appropriate criteria measurement mechanisms and review processes for evaluating the program.
- ensure the pilot programs are appropriately evaluated before expanding participation to other sites.
- share information.
- remain as the district-level group responsible to receive program proposals.
- charge other committees and/or individuals with specific responsibilities for SBM/SDM projects.
- identify persons to be utilized as facilitators to resolve conflict as needed.

#### **24:3-6 Project Submission Guidelines**

The Steering Committee will invite and encourage staff and management teams at the schools to develop and submit pilot project plans, reflecting their visions of the site-based management/shared decision-making model.



**24:3-6.1** The Steering Committee will evaluate these plans and may select one or more schools for inclusion in the process. The criteria for selecting such schools will include the readiness for and commitment to the process of its administrators and staff.

**24:3-6.2** Schedules for implementation of the programs may vary: changes that have little direct impact on education programs, such as site governance, may be implemented upon approval of the Steering Committee. Changes in education programs may begin at that same time, if the school team demonstrates its readiness, or they may be developed further during that school year and implemented upon approval of the Steering Committee.

**24:3-6.3** The Steering Committee will conduct one or more meetings with the management and staff of each pilot project school and the appropriate P.E.A. representative(s) to ensure that they share common expectations about:

- Objectives of the program.
- Any categories of decisions not to be included in the program.
- Individual and group roles in the process within the school.
- Communication processes, procedures, and timetables among those within the school and among the school, the District staff, and the P.E.A.

#### **24:3-7 Training Requirements**

The Steering Committee will ensure appropriate training programs at the pilot project school(s) to build the required skills. Any such training programs will be jointly planned by the District and P.E.A.

#### **24:3-8 Evaluation of Programs**

The Steering Committee will (1) define the appropriate criteria measurement mechanisms, and review processes for evaluating site-based management/shared decision making programs and (2) ensure that the pilot program(s) are appropriately evaluated before expanding participating in the program.

#### **24:3-9 Waiver Procedure**

**24:3-9.1** SBM/SDM proposals which require waivers of District policy, contract, law, or regulation may be submitted to the Steering Committee for consideration. The need for a waiver may be identified by either the site team or the Steering Committee, and should be discussed as part of the overall consideration of the proposal.

**24:3-9.2** Waiver requests that involve District policy or contractual agreements will be referred to the affected local parties (e.g. the State District Superintendent, the bargaining unit, etc.) for consideration and response. The Steering Committee will record all responses to requests for waivers in its minutes. If a waiver is approved, the Steering Committee shall proceed with its review of the proposal. Should the waiver be rejected, the proposal will be returned to the site team for reconsideration.

**24:3-9.3** Waiver requests which involve State law or regulation shall be considered and reviewed by the Steering Committee. Where the Steering Committee agrees with the need for such waiver, both the Steering Committee and the site team will jointly seek approval.

## **24:4 School Performance Incentive Plan**

### **24:4-1 Governing Philosophy**

**24:4-1.1** The Paterson Education Association and the Paterson School District share strong interest in taking effective measures to raise the level of student achievement throughout the District. "Student achievement" is evidenced by numerous indicators: standardized test scores, reduced student dropout rates, percentage of graduates accepted in post-secondary educational programs, etc. It is also affected by many factors not directly related to such indicators.

**24:4-1.2-1** To this end, the District will establish broad general goals designed to increase student achievement in reading and mathematics. Said goals will be identified and disseminated to the schools not later than September 15.

**24:4-1.2-2** Classroom teachers, school secretaries, and instructional assistants who are assigned to a school at least three (3) days per week shall be eligible for individual productivity incentive payments. Other staff members who are directly involved in the instruction of reading and/or mathematics shall also be eligible.

**24:4-1.2-3** Staff members outside of these groups shall be eligible for such individual productivity incentive payments if they are able to demonstrate their involvement in the designated instructional areas of reading and mathematics. Such application shall be made to the building principal for determination.

**24:4-1.3** The Administration and staff of each school will, using those broad parameters, mutually establish specific targets and standards they wish to achieve, by October 1, a plan for reaching toward these goals and a process for measuring progress toward these goals.

**24:4-1.4** Because each school is different, and has different students with different needs, it is important that the targets be set at the school level and that schools not have a uniform set of targets imposed from above. The District will review the plan to see that it is consistent with District priorities, but will let each school determine specifics. Schools' staff members will be permitted to review and modify these targets based upon their yearly performance. Upon review of the staff established goals, the District administration may make recommendations or suggestions for modification. However, any modification or suggestions made to school staff established goals must be forwarded to the sites not later than ten (10) days after their receipt by the District administration.

### **24:4-2 School Performance Compensation**

**24:4-2.1** Schools that meet or achieve substantial progress toward the goal they set will be awarded a productivity bonus in the amount \$10,000 for the 1995/96 and subsequent school years. The use of the cash award is to be determined by the school principal and staff, but shall not be utilized for individual bonuses. Purchases made with the award should follow district guidelines regarding acquisition, bidding, etc. so as to maximize value and minimize costs.

**24:4-2.2** In addition to, and separate from, the school performance compensation awards to be granted above, all staff members will be individually awarded payments when their work sites reach certain levels of achievement toward the designated goal referenced in Article 24:4-1 above.

**24:4-2.3** Beginning with the 1995-96 school year, staff members in sites which attain the designated goal referenced in Article 24:4-1 above will receive a payment of one-quarter of one per cent of their individual salary (as stated on salary guide but not including longevity payments) except as otherwise provided in this Article.

**24:4-2.4** Schools will submit results by the last day of classes each year to the Productivity Verification Team which shall consist of nine (9) members, four of whom shall be appointed by the Association and four (4) of whom shall be appointed by the District. The ninth member shall be appointed by the other eight members of the Productivity Verification Team.

**24:4-2.5** The Productivity Verification Team shall review all submissions to determine if schools have met their goals. Payments to staff members in schools who have met their goals will be made not later than August 31.

**24:4-2.6** Should a dispute arise regarding productivity payments, including the eligibility of an individual staff member to receive said payments, the parties agree to the following:

**24:4-2.6-1** Any staff member who disagrees with a decision regarding productivity compensation must place said complaint in writing to the Productivity Verification Team not later than September 30.

**24:4-2.6-2** If such complaints arise, the Productivity Verification Team will be called into session not later than October 10 of each year for the purpose of reviewing said complaints. The staff member(s) involved may be present and will be permitted to present information relative to their complaint. Within ten (10) working days of said meeting, the Productivity Verification Team shall notify the staff member, in writing, of its decision on his/her complaint.

**24:4-2.6-3** Determinations regarding the awarding of productivity compensation shall not be arbitrable.

**24:4-2.6-4** The provisions of Section 24:4-2.4 et seq. shall expire on June 30, 1997 unless otherwise extended by mutual agreement.

## **ARTICLE 25**

### **PROTECTION OF EMPLOYEES, STUDENTS AND PROPERTY**

#### **25:1 UNSAFE AND HAZARDOUS CONDITIONS**

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

#### **25:2 PROCEDURES FOR HAZARDOUS CONDITIONS**

In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the District immediately to develop mutually acceptable programs to guarantee the safety of students, employees and property.

#### **25:3 REASONABLE FORCE**

##### **25:3-1 Statutory Authorization**

As specified in 18A:6-1, a teacher may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

##### **25:3-2 Applicability to Support Staff**

It is agreed that Section 24:3-1 above shall be applicable to (Instructional Assistant I-IV) staff acting in the absence of, or in conjunction with, certificated personnel.

#### **25:4 ASSAULT**

##### **25:4-1 Legal Assistance**

The District shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties, as provided in the statute.

##### **25:4-2 Leave**

When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

##### **25:4-3 Workman's Compensation**

Benefits derived under this or subsequent Agreements shall continue beyond the period of any Workmen's Compensation until the complete recovery of any employee when absence arises out of or from assault or injury.

#### **25:5 REPORTING ASSAULTS**

##### **25:5-1 Principal or Immediate Supervisor**

Employees shall immediately report cases of assault or injury suffered by them in connection with their employment to their principal or other immediate superior.

## **25:5-2 State District Superintendent of Schools**

Such notification shall be immediately forwarded to the immediate Supervisor and School District Counsel who shall comply with reasonable request from the employee for information in the possession of the State District Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employees, the police, and the courts.

## **25:6 REPORTING INJURIES**

### **25:6-1 Responsibility**

In the event of injuries sustained by any employee in the course of his/her employment, it is the responsibility of the principal to report the same to the District. The report shall be made out in quadruplicate, one copy sent to the State District Superintendent, one to the Counsel, the third copy retained by the principal, and the fourth copy to be retained by the injured party.

### **25:6-2 Forms**

Forms containing the information required shall be furnished to the schools.

### **25:6-3 Physician**

Injured employees are required to retain a physician from the list furnished by the District's Workmen's Compensation carrier in order to avoid personal liability for payment of doctor's bills.

### **25:6-4 Extreme Cases**

In extreme cases the principal shall notify the Counsel by telephone immediately and prior to filing the formal report.

## **25:7 NURSES**

A school nurse shall be scheduled to be in each building.

## **25:8 SECURITY GUARDS**

The parties agree that security guards are desirable in appropriate circumstances to avoid situations which endanger the health, safety, or well-being of the teaching staff.

**ARTICLE 26  
INSURANCE PROTECTION**

**26:1 FULL HEALTH-CARE COVERAGE**

**26:1-1 Provisions of Coverage**

Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the District and the Association and shall include:

**26:1-1.1** Hospital room and board and miscellaneous costs.

**26:1-1.2** Out-patient benefits.

**26:1-1.3** Laboratory fees, diagnostic expenses, and therapy treatments.

**26:1-1.4** Maternity costs.

**26:1-1.5** Surgical costs.

**26:1-1.6** Major-medical coverage

**26:1-1.7** Emergency room coverage

**26:1-2 Carrier**

Notwithstanding any past practice to the contrary, effective July 1, 1992, the health insurance carrier shall be the New Jersey State Public and School Employees Health Benefits Plan. The District may change the carrier(s) only if all of the following procedures are complied with:

**26:1-2.1** Any proposed new carrier or plan must offer benefits equal to or better than those provided by the New Jersey State Public and School Employees' Health Benefits Plan.

**26:1-2.2** The District shall provide the Association with the proposed master policy, which the Association may review and analyze for a period of at least sixty (60) days.

**26:1-2.3** In any dispute over the award of benefits which arises between an employee and the New Jersey State Health Benefits Plan, the district agrees to support the employee with appropriate documentation and information to assist with the claim and/or appeal process.

**26:1-2.4** Management shall provide all documentation, including but not limited to the explanation of benefits booklet, individual and group identification numbers, claim forms, individual prescription and medical identification cards, to all staff members not less than thirty (30) days prior to the implementation of any medical benefits program.

**26:1-2.5** Identification cards shall be distributed to all staff members no later than two (2) weeks prior to the beginning of any new benefit contract year.

**26:1-2.6** The parties agree that Sections 29:1-2.3, 29:1-2.4 and 29:1-2.5 of the 1988-91 Agreement, along with the total emergency room coverage provided in 29:1-1.7 will remain in effect if the District is covered by an insurance carrier other than the New Jersey State Health Benefits Plan.

### **26:1-3 Complete Annual Coverage**

For each employee who remains in the employ of the District for the full school year, the District shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30. When necessary payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

### **26:1-4 Master Agreement Provisions**

The District agrees to establish a contract with the program administrator/carrier which shall provide for:

**26:1-4.1** Notification by the program administrator/carrier to the employee of receipt of the employee's claims within five (5) business days.

**26:1-4.2** School visitations by the representatives of the program administrator/carrier to discuss and assist in claim filing, and provide information concerning the insurance program. Said visitations will be made in each school in the district when necessary or as requested while school is in session.

### **26:1-5 Retired Coverage**

To the extent permitted by law, the District shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the District and the Association.

## **26:2 DENTAL COVERAGE**

### **26:2-1 Provisions of Coverage**

The district shall provide full family coverage as follows. The following coverage is based upon the usual customary and reasonable fee concept.

#### **26:2-1.1 Co-payment**

- Preventive and diagnostic - 80/100 (Incentive)
- Remaining basic services - 60/100 (Incentive)
- Crowns, inlays and gold restorations - 50/50
- Prosthetic benefits - 50/50

#### **26:2-1.2 Deductible**

- \$25.00 per patient per contract year
- \$75.00 family maximum aggregate

Effective July 1, 1989, the above deductibles shall not be applied to reimbursements for preventive and diagnostic services.

**26:2-1.3 Maximum** - \$1,000.00 per patient in any calendar year.

**26:2-1.4 Orthodontics** (applicable to eligible dependent children only)

- co-payment 50/50

- benefits subject to a \$1,000

per case maximum separate

from the maximum in 26:2.1.3 above.

**26:2-2.5 Exclusions** - dependent children are not covered for prosthodontic benefits or for crowns, inlays and gold restorations.

**26:2-2.6 Continuations** - the comprehensive plan in effect on September 1, 1985 shall continue for the duration of this agreement.

### **26:3 PRESCRIPTION COVERAGE**

#### **26:3-1 Provisions of Coverage**

The District shall provide a full family coverage prescription plan \$2.00 generic/\$3.00 name brand in the 1994/95 school, and \$3.00 generic/\$5.00 brand name in the 1995/96 and 1996/97 school years.

#### **26:3-2 Continuation of Plan**

The prescription plan shall be the same as in presently enjoyed.

#### **26:3-3 Maintenance Drug Program**

In addition, the maintenance drug program in effect on September 1, 1985 shall continue for the duration of this agreement.

### **26:4 OPTICAL COVERAGE**

The District agrees to provide, at no cost to the employee, optical coverage as detailed in Vision Service Plan A - \$20 deductible coverage, for the 1994-95 year and and Plan B-\$10/\$25 deductible coverage for the 1995-96 and 1996-97 school years.



## **ARTICLE 27**

### **DEDUCTION FROM SALARY**

#### **27:1 ASSOCIATION PAYROLL DUES DEDUCTION**

##### **27:1-1 Authorization**

The District agrees to deduct from the salaries of its employees dues for the Paterson Education Association, the Passaic County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the District to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 and under rules established by the State Department of Education. Said monies together with the records of any corrections shall be transmitted to the treasurer of the Paterson Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.

##### **27:1-2 Certification of Information**

Each of the associations named above shall certify to the District in writing, names of members and the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the District written notice prior to the effective date of such change. By mutual agreement this section may be amended.

#### **27:2 LOCAL, STATE, AND NATIONAL SERVICES**

The District agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such association or associations.

#### **27:3 TAX SHELTER ANNUITY PROGRAM**

The Tax Shelter Annuity Program shall continue to be made available to employees. Carriers for said programs shall be subject to approval by both the District and the Association. However, the addition of any new companies not currently being used by members of the Association shall be by mutual agreement of the District and the Association. District rejection of proposed additional carriers shall not be subject to the grievance procedure.

#### **27:4 CREDIT UNION DEDUCTIONS**

The District shall continue to make available to employees a payroll deduction to the North Jersey Federal Credit Union. New requests shall be submitted on a monthly basis.

#### **27:5 TRANSMITTAL OF DEDUCTIONS**

The District agrees to transmit deductions from employees' salaries to tax shelter annuity and credit union accounts within five (5) working days following the date the deductions from the employees' salaries are made wherever possible.

#### **27:6 REPRESENTATION FEE**

27:6-1 If a bargaining unit member does not become a member of the Association effective September 1, of each year, or during the course of the year if s/he is a new employee, said unit member

shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of services rendered by the Association.

27:6-2 Prior to September 1, of each year the Association shall notify the District in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non members shall be equal to 85% of that amount.

27:6-3 If the representation fee is increased by law, it will automatically be increased at the beginning of the next Association membership year.

27:6-4 Prior to September 1, the Treasurer of the Association shall submit to the District Secretary a list of employees who have not become members. The District will commence deducting the representation fee in the October paycheck and transmit it to the Association.

27:6-5 If an employee terminates his/her employment or is terminated by the District, it is agreed the total remaining portion of the representation fee shall be deducted from the employee's final paycheck.

27:6-6 As near as possible, the process of collecting and distributing the representation fee shall follow the normal dues deduction process.

27:6-7 On the last working day of each month the District will submit to the Association treasurer a list of all employees who began their employment in the unit during the previous thirty (30) days. The list will include names, date of employment, social security number, assignment, home address and telephone number.

27:6-8 The District agrees to advise each new applicant of his/her right to join the Association or to have a representation fee deducted from his/her check during the first thirty (30) days of employment.

27:6-9 The Association agrees to establish and maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

27:6-10 The Association agrees to indemnify and hold the employer harmless against any liability course of action or claims of loss whatsoever arising as a result of said deductions.

## **ARTICLE 28**

### **MISCELLANEOUS PROVISIONS**

#### **28:1 NON-DISCRIMINATION**

The District and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

#### **28:2 DISTRICT POLICY**

This Agreement, constitutes District policy for the term of said Agreement, and the District shall carry out the commitments contained herein and give them full force and effect as District policy.

#### **28:3 SAVINGS CLAUSE**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the District in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

#### **28:4 SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **28:5 COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT**

Any individual contract between the District and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

#### **28:6 PRINTING AGREEMENT**

Four thousand (4500) copies of this Agreement shall be printed at the joint expense of the District and Association after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed and hereafter employed.

#### **28:7 NOTICE**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Paterson School District  
33-35 Church Street  
Paterson, New Jersey 07505

2. If by District, to Association at

Association Headquarters  
95 West Broadway  
Paterson, New Jersey 07505

or summer address of the

President of the Association

#### **28:8 DISTRICT RIGHTS**

The management of the school district and the direction of the professional staff including the right to plan, organize and control school operations, the right to hire, promote, suspend, or discharge employees for cause, or to reduce staff for legitimate reasons, or the right to introduce new and improved methods or facilities, or to change existing education methods or facilities, and to manage the schools in the traditional manner is vested exclusively in the Paterson School District except to the extent that these rights are limited by this Agreement, applicable case law, and the laws of the State of New Jersey.

## **ARTICLE 29 WORKING CONDITIONS**

### **29:1 INTERRUPTIONS OF INSTRUCTION**

The District agrees that there shall be no unnecessary interruptions of instruction.

### **29:2 WORKSTATION FACILITIES**

The District agrees to make every reasonable effort to comply with the following as soon as possible:

1. Proper furniture in every workstation.
2. Adequate lighting in every workstation.
3. Effective repair and maintenance of school buildings.

### **29:3 COMMITTEE**

The parties agree that a committee consisting of two (2) members of the Association and a representative from custodians to meet on a regular basis with the District's Business Administrator to discuss problems of mutual interest not covered by the contract.

### **29:4 OVERALL APPROACH**

#### **29:4-1 Plant and Equipment Repair**

The parties agree that certain minimal levels of quality are essential in the physical plant and equipment at every school. Therefore, all instances of substandard physical plant (leaking roofs, inadequate heating, ventilation, lighting, etc.) and equipment (copy machines, etc.) will be corrected at every school.

#### **29:4-2 Maintenance Progress Reports**

The District agrees to provide the P.E.A. with a maintenance update by September 1, 1992. A progress report will be provided to the P.E.A. on a regular basis. It will be necessary to distinguish between immediate repairs and capital projects; the parties agree that priority will be given to correcting conditions that cause the greatest barriers to student achievement.

### **29:5 ATTENDANCE OFFICERS**

#### **29:5-1 Identification Badges**

The District shall provide Attendance Officers with photo identification cards which will indicate their authority to perform their job responsibilities at no expense to the officer.

#### **29:5-2 Home Visitation Protection**

In those cases where Attendance Officers are required to make home visits under circumstances which the officers believe endanger their health, safety or well-being, a second officer will be assigned to accompany the officer at the time of the visit as approved by immediate supervisor. The visit shall be considered part of the work load of both officers.

### **29:5-3 Communication Equipment**

The District agrees to provide to the Attendance Officers equipment, which will permit immediate communication with police authorities in emergency situations at no cost to the officers.

## **ARTICLE 30**

### **DURATION OF AGREEMENT**

#### **30:1 DURATION**

This Agreement shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1997, except as hereinafter provided, subject to any amendments hereto made in writing and agreed to by both parties or subject to a successor Agreement negotiated and agreed upon by the parties.

#### **30:2 STATUS OF INCORPORATION**

In witness whereof the parties hereto have caused this Agreement to be signed by their respective secretaries, all on the day and year above written. The negotiations committees again pledge to recommend this agreement as amended on May 3, 1995, for ratification to their respective constituencies.

## **APPENDIX A: PROCESS FOR SCHOOLS TO SUBMIT PROGRAM PROPOSALS**

Proposals for programs that do not require actions involving either staffing, additional funding, curriculum, or District policy can be implemented by the school staff without review by the joint committee overseeing site-based management/shared decision-making in the District provided such proposals are in compliance with the terms of this Agreement. Such proposals should, however, be forwarded to the committee for informational purposes. Proposals for programs that do involve one or more of those elements must be approved by the committee before implementation.

Proposals submitted by individual schools to the joint committee should be developed according to the following points.

1. Each school identifies one or more aspect of the education process which it wishes to influence. The program to be proposed should be designed to improve performance outcomes for students. Volunteers from among the school staff will be integrally involved in planning the project; no staff member represented by the Association shall be required to participate.
2. When presented to the committee for approval, proposals must indicate that the school was actively involved in planning them and that they have been approved through some formal process by a majority of the affected staff at the school.
3. Proposals are subject to contractual obligations and District policy, unless those obligations or policies are waived by the P.E.A. and the District.
4. Each proposal submitted must include:
  - a. An estimate of resources necessary to achieve the improvements in student outcomes defined as indicators of "success" and how these outcomes can fairly be measured.
  - b. A budget of the resources that must be added to bring the school to the necessary resource level.
  - c. A plan for acquiring the required resources, developed with assistance from the District Administration if appropriate. Possible ways to acquire resources might include:
    1. Purchase or lease with funds from the District
    2. Contributions from major suppliers
    3. Contributions from the business community
    4. Contributions from the general community
    5. District provided funds (materials, equipment, training, work shops, pay etc.)
  - d. A plan for how the total resources of the pilot school(s) and relevant communities will be applied to produce the outcomes defined earlier.
  - e. Suggested criteria by which the success of the program might be evaluated.
  - f. A timeline for implementation, with checkpoints for evaluation.



**APPENDIX B:  
JOINT "DEMONSTRATION PROJECT"  
AS AN ILLUSTRATIVE EXAMPLE  
TO GUIDE INDIVIDUAL SCHOOLS**

Different perceptions and preconceptions exist about what our schools can accomplish. It is appropriate to establish what is possible if we cooperatively "make our schools real schools, the way we all want them to be". In order to show what the District can accomplish, the parties agree to conduct a "demonstrative project" as an example of the sort of initiatives they hope to encourage the individual schools in the District to propose for themselves.

Acting jointly, the parties will create the pilot project(s) designed and conducted so as to increase student achievement. This project is intended as a demonstration of the kinds of excellence the District can achieve, and it may be distinct from other initiatives. The project will be planned by joint teams at the District (see "Site-Based Management/Shared Decision-Making" section) and site levels beginning the 1991-92 school year, and may be implemented during the subsequent school year. Phases of the project can include:

1. Defining "good".

Working within overall student outcome measurement targets applicable to the entire District, the administration and staff involved in the pilot project will, at the site level:

- a. Ascertain current levels of student achievement in each subject area or other major category of achievement that may be affected by such a project.
- b. Decide what amount of improvement will be necessary to indicate a "successful" program.
- c. Where appropriate, assess the current levels of community involvement in the pilot-project school sites and ways that each pilot school might increase beneficial community involvement.

2. Defining approach.

Administrators and staff involved in the pilot project will:

- a. Decide that resources are necessary to achieve the outcomes defined as indicators of "success", and how these outcomes can fairly be measured.
- b. Determine what resources must be added to bring the pilot school(s) to the necessary resource level.
- c. With assistance from the District Administration, find sources for the required resources.
- d. Plan how the total resources of the pilot school (s) and the relevant communities will be applied to produce the outcomes defined earlier.

3. Implement the plans.

4. With assistance from District Administration and outside agencies, measure the results. (This phase should overlap implementing the plans as well as following completion of implementation.) Specific ideas to be included.

Efforts to improve student outcomes can most productively be channeled into five major areas, which overlap in various ways. These five major areas are:

1. Increasing student achievement resulting from contact between students and teachers.
2. Changing, improving, and expanding curricular offerings.
3. Motivating students.
4. Enhancing teacher capability.
5. Providing a pleasing, safe, and a modern environment for learning.

Specific ideas to be included in this pilot project include, by major area:

1. Increasing student achievement resulting from contact between students and teachers.

If the site team, in conjunction with P.E.A., determines the need, extend the school day at the pilot school(s) by a period of time established at the site. Initially, staff who participate in the additional time will volunteer to do so; it is assumed that benefits will be clear enough to attract others. Compensation of staff participating will be prorated based upon the salary guide.

A criterion for good planning and execution will be the extent to which the instructional plans for the pilot school(s) achieve "multiple use" of student-teacher contact time. For example, reading and writing skills could be applied and reinforced in science classes.

The balance of effort between students and teachers will be constantly monitored and adjusted to ensure an appropriate distribution of investment in and benefits from the project.

2. Changing, improving and expanding curricular offerings.

Curriculum content affected by the pilot project(s) and determined at the District level to be mandatory will be included by the administrators and staff of the pilot schools in contextual programs as they see fit. Site staff will be given the freedom to initiate additional curricular offerings deemed necessary to provide a more complete educational experience for student.

3. Motivating students.

Recognition programs at the District level will be designed and administered so as to provide regular reinforcement of students participating successfully in the pilot project. These programs will be coordinated with the pilot schools' administrators and staff so as to achieve maximum motivational value. Where needs for additional funds are identified to reinforce student motivation, site teams can qualify for support funds from the District.

4. Enhancing teacher capability.

Start capital and other resource improvements immediately. This will help to identify skills needed by teachers to work effectively in the new environment in real time and thereby enable the pilot project to design and conduct needed staff development programs most productively. A vital need is for close, mutually supportive working relationships between management and staff. Administrators will be

charged with maintaining open communication channels with both administration and staff to ensure early identification of unproductive tensions and timely coaching to resolve them. An important component of effective communication channels will be times explicitly set aside for staff meetings, class preparation, team coordination, etc., as defined by contract and by site-level innovation with P.E.A. approval. Management and staff at each pilot school will be equipped with support systems necessary to ensure immediate access to all aspects of student records.

Because support and involvement from families of students and from the school community in general are important aids to the quality of the total educational experience, regular reports about the concepts and progress of the pilot project will be published through out the community at the District expense. It is expected that these reports will, over time, increase community interest in helping in the education process. Each pilot school, and the District as a whole, will actively recruit and integrate community members into the pilot project in specifically designed roles.

## **APPENDIX C TUITION REIMBURSEMENT GUIDELINES**

### **A. PROFESSIONAL STAFF**

Guidelines for tuition reimbursement as established in Article 22:4-6 of this Agreement effective September 1, 1995, shall be as follows:

#### **1. Application Procedure**

a) Any member of the teaching staff may make an application in writing to the State District Superintendent of Schools or designee for approval of a course or courses to be taken during any school semester including summer sessions.

b) Such written request shall be submitted before the beginning of the course through five (5) week days following the first meeting of the course.

c) The Office of the State District Superintendent or designee shall acknowledge, in writing, receipt of the application.

d) The Office of the State District Superintendent or designee shall not deny any application which complies with the requirements of application as set forth in Article 22 of this Agreement and as indicated below. Courses will be approved if taken in:

- the teacher's area of certification
- an area leading to an additional certification,
- an educational degree program,
- for Instructional Assistants, areas relevant to their job description or assignment,
- any other course approved by the State District Superintendent or designee.

e) Should the State District Superintendent or designee deny an application for course approval, said denial shall be in writing, sent to the applicant by both regular and intra-school mail, and shall state the reason(s) for denial. Said denial shall be sent not later than ten (10) working days from receipt of the application by the Office of the State District Superintendent.

#### **2. Application Form**

a) The request for course approval Application form shall be carbonized, triplicate form provided by the District, one copy of which shall be returned to the applicant. Said application form shall be made available by the District in each school or worksite where staff members are eligible for such reimbursement, and in the office of the State District Superintendent of Schools or designee.

b) The application for approval shall include only the following information:

- date of application
- name, home address and home telephone number of the applicant
- school/worksite of applicant
- title and assignment of applicant
- course number and title

- semester in which course is to be taken
- college or university at which course will be taken
- number of credits of course
- course description
- indication of graduate or undergraduate level

### **3. Reimbursement Procedure**

a) Under the provisions of the tuition reimbursement procedure, eligible staff members are required to pay for courses taken upon registration for the course(s). Eligible staff members will be reimbursed for tuition costs upon successful completion of the course(s) in accordance with the guidelines adopted herein.

b) Reimbursement for said course(s) shall be in the manner set forth in Article 22 of this Agreement and below.

1) In order for an applicant to receive reimbursement, the applicant shall submit to the State District Superintendent of Schools or designee copies of the following:

- a copy of the Request for Course Approval application
- a District tuition reimbursement voucher (which shall be made available by the District in each school or worksite where staff members are eligible for such reimbursement, and in the office of the State District Superintendent of Schools or designee.)
- a college statement of costs (bill)
- itemized receipted cash voucher or original canceled check (front and back)
- official proof of successful completion of the course(s) for which reimbursement is sought in the form of:
  - + a college/university grade report, or,
  - + an official school transcript

2) All documents substantiating claims for tuition reimbursement shall be submitted to the State District Superintendent of Schools or designee as one package after completion of the course(s).

3) Reimbursement shall be made within sixty (60) days of receipt of the above mentioned package of materials. Reimbursement for courses taken in the summer shall be provided in September provided the staff member returns to the District as an appointed employee.

4) As payment for said courses is a reimbursement of expenses rather than additional earned income, payments to eligible staff members under the provisions of this agreement shall be made by a check separate from any salary or payroll check. If required by law, however, the total sum of reimbursement will be reflected in the employee's W-2 form for the appropriate earnings year. Payments will be made in conformity with existing Internal Revenue Service regulations.

### **4. Association Notification**

The Association shall receive, within a reasonable period of time from the date of submission, copies of all applications for course approval tuition reimbursement and the disposition of same from the Office of the State District Superintendent of Schools or designee.

**B. Instructional Assistants (I - IV)**

1) Effective July 1, 1995, Instructional Assistants (I - IV) shall complete the same Application for Course Approval as utilized by teaching staff members. However, said form will be submitted to the Instructional Assistant's building administrator for approval who shall notify the Instructional Assistant of approval or rejection of the request and indicate the reason for such denial, in writing, on the application form within five (5) working days.

2) Copies of all approved applications shall be submitted before or not more than five (5) work days by the building administrator to the Office of the State District Assistant Superintendent of Schools or designee.

3) The Instructional Assistant shall have the right to submit a denied application to the State District Superintendent or his designee for review. The State District Superintendent or his designee shall provide a written response to his/her application. Said response shall be sent not later than ten (10) working days from the receipt of the application by the Office of the Superintendent.

4) Application and reimbursement for such tuition expenses shall follow the same guidelines as those established herein for teaching staff members.

## PART II

## SCHEDULE A

## SALARY GUIDE TABLE OF CONTENTS

Page

**PART I  
SALARY GUIDES  
ATTENDANCE OFFICERS  
1994-1997**

93/94 Step	Step	1994-95	1995-96	1996-97
5	1	18,511	18,811	18,926
6	2	18,792	19,092	19,207
7	3	19,592	19,892	20,007
8	4	20,393	20,693	20,808
9	5	21,195	21,495	21,610
10	6	21,982	22,282	22,397
11	7	22,795	23,095	23,210
12	8	23,594	23,894	24,009
13	9	24,397	24,697	24,812
14	10	25,197	25,497	25,612
15	11	25,997	26,297	26,412
16	12	26,798	27,098	27,213
17	13	27,599	27,899	28,014
18	14	33,597	34,697	35,627

Longevity =      +700 after 10 years in the District  
                          +550 after 15 years in the District  
                          +600 after 20 years in the District



**PART 2  
SALARY GUIDES  
NON-CERTIFICATED DENTAL ASSISTANTS  
1994-1997**

93/94 Step	Step	1994-95	1995-96	1996-97
3	1	15,056	15,356	15,506
4	2	15,336	15,636	15,786
5	3	16,094	16,394	16,544
6	4	16,851	17,151	17,301
7	5	17,608	17,908	18,058
8	6	18,366	18,666	18,816
9	7	18,496	18,796	19,596
10	8	19,881	20,181	19,681
11	9	20,573	20,873	21,023
12	10	21,397	21,697	21,847
13	11	22,155	22,455	22,605
14	12	22,911	23,211	23,361
15	13	23,670	23,970	24,120
16	14	29,034	29,034	29,034

Longevity =    +700 after 10 years in the District  
                       +750 after 15 years in the District  
                       +800 after 20 years in the District

Certified Dental Assistants will be paid an additional 10% of the base salary above Non-Certified Dental Assistants on the appropriate step for each certified individual.

**PART 3  
SALARY GUIDES  
INSTRUCTIONAL ASSISTANTS I  
(0 - 29 CREDITS)  
1994-1997**

<b>Step</b>	<b>1994-95</b>	<b>1995-96</b>	<b>1996-97</b>
1	16,695	16,730	17,015
2	16,945	16,980	17,265
3	17,210	17,245	17,530
4	17,491	17,526	17,811
5	18,203	18,238	18,523
6	18,916	18,951	19,236
7	19,628	19,663	19,948
8	20,342	20,377	20,662
9	21,054	21,089	21,374
10	26,343	26,743	27,443

Longevity = +1000 after 10 years in the District  
+ 600 after 15 years in the District  
+ 600 after 20 years in the District  
+ 400 after 22 years in the District

**PART 3**  
**SALARY GUIDES**  
**INSTRUCTIONAL ASSISTANTS II**  
**(30 - 59 Credits)**  
**1994-1997**

Step	1994-95	1995-96	1996-97
1	18,121	18,156	18,441
2	18,371	18,406	18,691
3	18,635	18,670	18,955
4	18,916	18,951	19,236
5	19,628	19,663	19,948
6	20,342	20,377	20,662
7	21,054	21,089	21,374
8	21,767	21,802	22,087
9	22,479	22,514	22,799
10	27,769	28,169	28,869

Longevity = +1000 after 10 years in the District  
+ 600 after 15 years in the District  
+ 600 after 20 years in the District  
+ 400 after 22 years in the District

**PART 3**  
**SALARY GUIDES**  
**INSTRUCTIONAL ASSISTANTS III**  
**(60 - 89 Credits)**  
**1994-1997**

Step	1994-95	1995-96	1996-97
1	19,904	19,939	20,224
2	20,154	20,189	20,474
3	20,418	20,453	20,738
4	20,698	20,733	21,018
5	21,411	21,446	21,731
6	22,124	22,159	22,444
7	22,836	22,871	23,156
8	23,550	23,585	23,870
9	24,262	24,297	24,582
10	29,551	29,951	30,651

Longevity = +1000 after 10 years in the District  
 + 600 after 15 years in the District  
 + 600 after 20 years in the District  
 + 400 after 22 years in the District

**PART 3  
SALARY GUIDES  
INSTRUCTIONAL ASSISTANTS IV  
(90 - 120 Credits)  
1994-1997**

Step	1994-95	1995-96	1996-97
1	21,684	21,719	22,004
2	21,934	21,969	22,254
3	22,199	22,234	22,519
4	22,479	22,514	22,799
5	23,193	23,228	23,513
6	23,906	23,941	24,226
7	24,618	24,653	24,938
8	25,332	25,367	25,652
9	26,044	26,079	26,364
10	31,333	31,733	32,433

Longevity =    +1000 after 10 years in the District  
                      + 600 after 15 years in the District  
                      + 600 after 20 years in the District  
                      + 400 after 22 years in the District

**PART 4**  
**SALARY GUIDES**  
**SCHOOL/COMMUNITY PROGRAM COORDINATORS**  
**SCPC**  
**1994-1997**

Step	Step	93/94		
		1994-95	1995-96	1996-97
3	1	21,299	21,879	21,949
4	2	21,579	22,159	22,229
5	3	22,431	23,011	23,081
6	4	23,342	23,922	23,992
7	5	24,149	24,729	24,799
8	6	25,003	25,583	25,653
9	7	25,858	26,438	26,508
10	8	26,715	27,295	27,365
11	9	27,567	28,147	28,217
12	10	28,424	29,004	29,074
13	11	29,276	29,856	29,926
14	12	30,131	30,711	30,781
15	13	30,988	31,568	31,638
16	14	31,840	32,420	32,490
17	15	41,111	42,611	43,551

Longevity = +700 after 10 years in the District  
+550 after 15 years in the District  
+700 after 20 years in the District

**PART 5  
SALARY GUIDES  
SCHOOL SECRETARY  
1994-1997**

<b>93/94 Step</b>	<b>Step</b>	<b>1994-95</b>	<b>1995-96</b>	<b>1996-97</b>
3	1	16,657	17,234	17,309
4	2	16,938	17,515	17,590
5	3	17,694	18,271	18,346
6	4	18,454	19,031	19,106
7	5	19,212	19,789	19,864
8	6	19,970	20,547	20,622
9	7	20,726	21,303	21,378
10	8	21,485	22,062	22,137
11	9	22,243	22,820	22,895
12	10	23,001	23,578	23,653
13	11	23,759	24,336	24,411
14	12	24,516	25,093	25,168
15	13	25,274	25,851	25,926
16	14	30,753	32,088	32,921

Longevity =      +700 after 10 years in the District  
                          +750 after 15 years in the District  
                          +800 after 20 years in the District

**PART 5**  
**SALARY GUIDES**  
**HIGH SCHOOL REGISTRAR**  
**1994-1997**

93/94 Step	Step	1994-95	1995-96	1996-97
3	1	17,584	17,894	17,969
4	2	17,865	18,175	18,250
5	3	18,747	19,057	19,132
6	4	19,627	19,937	20,012
7	5	20,496	20,806	20,881
8	6	21,389	21,699	21,774
9	7	22,268	22,578	22,653
10	8	23,057	23,367	23,442
11	9	24,030	24,340	24,415
12	10	24,912	25,222	25,297
13	11	25,791	26,101	26,176
14	12	26,673	26,983	27,058
15	13	27,553	27,863	27,938
16	14	33,499	34,349	34,974

Longevity = +700 after 10 years in the District  
+750 after 15 years in the District  
+800 after 20 years in the District



**PART 5**  
**SALARY GUIDES**  
**EXECUTIVE SECRETARY/EMPLOYEE BENEFITS SPECIALIST**  
**1994-97**

93/94 Step	Step	1994-95	1995-96	1996-97
3	1	25,078	27,788	27,863
4	2	25,358	28,068	28,143
5	3	26,549	29,259	29,334
6	4	27,759	30,469	30,544
7	5	28,955	31,665	31,740
8	6	30,154	32,864	32,939
9	7	31,351	34,061	34,136
10	8	32,551	35,261	35,336
11	9	33,748	36,458	36,533
12	10	34,946	37,656	37,731
13	11	36,143	38,853	38,928
14	12	37,194	39,904	39,979
15	13	38,700	41,410	41,485
16	14	47,451	50,951	51,576

Longevity = +700 after 10 years in the District  
+750 after 15 years in the District  
+800 after 20 years in the District

**PART 5**  
**SALARY GUIDES**  
**ADMINISTRATIVE SECRETARY**  
**1994-97**

93/94 Step	Step	1994-95	1995-96	1996-97
3	1	16,724	18,224	18,454
4	2	17,005	18,505	18,735
5	3	17,761	19,261	19,491
6	4	18,521	20,021	20,251
7	5	19,279	20,779	21,009
8	6	20,037	21,537	21,767
9	7	20,793	22,293	22,523
10	8	21,552	23,052	23,282
11	9	22,310	23,810	24,040
12	10	23,068	24,568	24,798
13	11	23,826	25,326	25,556
14	12	24,583	26,083	26,313
15	13	25,341	26,841	27,071
16	14	30,578	32,798	33,788

Longevity = +700 after 10 years in the District  
+750 after 15 years in the District  
+800 after 20 years in the District

**PART 5**  
**SECRETARY SALARY GUIDES**  
**DATA ENTRY OPERATOR**  
**1994-97**

Step	1994-95	1995-96	1996-97
1	17,132	17,542	17,617
2	17,413	17,823	17,898
3	18,172	18,582	18,657
4	18,930	19,340	19,415
5	19,689	20,099	20,174
6	20,446	20,856	20,931
7	21,205	21,615	21,690
8	21,962	22,372	22,447
9	22,720	23,130	23,205
10	23,477	23,887	23,962
11	24,237	24,647	24,722
12	24,991	25,401	25,476
13	25,750	26,160	26,235
14	31,083	34,191	34,816

Longevity =      +700 after 10 years in the District  
                      +750 after 15 years in the District  
                      +800 after 20 years in the District

**PART 6**  
**SALARY GUIDES**  
**SECURITY GUARDS**  
**1994-1997**

93/94 Step	Step	1994-95	1995-96	1996-97
5	1	21,629	22,054	22,549
6	2	21,909	22,334	22,829
7	3	22,549	22,974	23,469
8	4	23,190	23,615	24,110
9	5	23,830	24,255	24,750
10	6	24,472	24,897	25,392
11	7	25,111	25,536	26,031
12	8	25,751	26,176	26,671
13	9	26,392	26,817	27,312
14	10	27,033	27,458	27,953
15	11	31,216	31,916	32,916

Longevity = +700 after 10 years in the District  
+550 after 15 years in the District  
+600 after 20 years in the District

**PART 7  
SALARY GUIDES  
SPECIALIST  
1994-97**

Step 1993-94	Step 1994-95	1994-95	1995-96	1996-97
	3	17,542	19,777	20,277
3	4	17,823	20,058	20,558
4	5	18,579	20,814	21,314
5	6	19,339	21,574	22,074
6	7	20,097	22,332	22,832
7	8	20,855	23,090	23,590
8	9	21,611	23,846	24,346
9	10	22,370	24,605	25,105
10	11	23,128	25,363	25,863
11	12	23,886	26,121	26,621
12	13	24,644	26,879	27,379
13	14	25,401	27,636	28,136
14	15	26,159	28,394	28,894
15	16	31,691	34,861	36,156

Longevity =    +700 after 10 years in the District  
                   +750 after 15 years in the District  
                   +800 after 20 years in the District

**PART 8  
SALARY GUIDES  
SENIOR SPECIALIST  
1994-97**

<b>Step 1993-94</b>	<b>Step 1994-95</b>	<b>1994-95</b>	<b>1995-96</b>	<b>1996-97</b>
	3	18,292	20,527	21,027
3	4	18,573	20,808	21,308
4	5	19,329	21,564	22,064
5	6	20,089	22,324	22,824
6	7	20,847	23,082	23,582
7	8	21,605	23,840	24,340
8	9	22,361	24,596	25,096
9	10	23,120	25,355	25,855
10	11	23,878	26,113	26,613
11	12	24,636	26,871	27,371
12	13	25,394	27,629	28,129
13	14	26,151	28,386	28,886
14	15	26,909	29,144	29,644
15	16	32,441	35,611	36,906

Longevity =      +700 after 10 years in the District  
                          +750 after 15 years in the District  
                          +800 after 20 years in the District

**PART 9  
TEACHERS SALARY GUIDES  
1994-95**

93/94 Step	Step	BA	BA+30	MA	MA+30	PhD/EdD
1	--	--	--	--	--	--
2	--	--	--	--	--	--
3	1	31,393	33,180	34,521	35,864	37,205
4	2	31,957	33,745	35,086	36,429	37,770
5	3	33,298	35,087	36,428	37,770	39,111
6	4	34,639	36,428	37,769	39,111	40,452
7	5	35,980	37,769	39,110	40,451	41,792
8	6	37,820	39,607	40,948	42,291	43,632
9	7	39,563	41,352	42,693	44,034	45,375
10	8	41,121	42,910	44,251	45,592	46,933
11	9	42,462	44,251	45,592	46,933	48,274
12	10	43,803	45,592	46,933	48,274	49,615
13	11	45,144	46,933	48,274	49,615	50,956
14	12	46,485	48,274	49,615	50,956	52,297
15	13	47,809	49,598	50,939	52,280	53,622
16	14	54,412	56,096	57,358	58,621	59,883
17	15	59,392	61,229	62,607	63,986	65,364

Longevity = + \$ 700 after 10 years in the district  
+ 400 after 15 years in the district  
+ 1,000 after 16 years in the district  
+ 1,000 after 17 years in the district  
+ 1,000 after 18 years in the district  
+ 400 after 20 years in the district  
+ 400 after 22 years in the district

**1994/95 Provisional STAFF  
Starting Salary Provision**

The parties agree that staff members hired during the 1994/95 School year who fall under the provisions of NJAC 6:11-4.2 shall be employed at a beginning salary of \$30,480 during the first year of their employment. Should said professional staff member's employment be continued into the second year, said staff member shall be moved to the salary level at which a second year staff member who entered the district with full certification would be placed.

**PART 9  
TEACHERS SALARY GUIDES  
1995-96**

93/94 Step	Step	BA	BA+30	MA	MA+30	PhD/EdD
1	--	--	--	--	--	--
2	--	--	--	--	--	--
3	1	31,573	33,360	34,701	36,044	37,385
4	2	32,137	33,925	35,266	36,609	37,950
5	3	33,478	35,267	36,608	37,950	39,291
6	4	34,819	36,608	37,949	39,291	40,632
7	5	36,160	37,949	39,290	40,631	41,972
8	6	38,000	39,787	41,128	42,471	43,812
9	7	39,743	41,532	42,873	44,214	45,555
10	8	41,301	43,090	44,431	45,772	47,113
11	9	42,642	44,431	45,772	47,113	48,454
12	10	43,983	45,772	47,113	48,454	49,795
13	11	45,324	47,113	48,454	49,795	51,136
14	12	46,665	48,454	49,795	51,136	52,477
15	13	47,989	49,778	51,119	52,460	53,802
16	14	54,412	56,096	57,358	58,621	59,883
17	15	60,995	62,883	64,298	65,713	67,129

Longevity = + 700 after 10 years in the district  
+ 400 after 15 years in the district  
+ 1,000 after 16 years in the district  
+ 1,000 after 17 years in the district  
+ 1,000 after 18 years in the district  
+ 400 after 20 years in the district  
+ 400 after 22 years in the district

**1995/96 Provisional STAFF  
Starting Salary Provision**

The parties agree that staff members hired during the 1995-96 school year who fall under the provisions of NJAC 6:11-4.2 shall be employed at a beginning salary of \$31,009 during the first year of their employment. Should said professional staff member's employment be continued into the second year, said staff member shall be moved to the salary level at which a second year staff member who entered the district with full certification would be placed.



**PART 9  
TEACHERS SALARY GUIDES  
1996-97**

93/94 Step	Step	BA	BA+30	MA	MA+30	PhD/EdD
1	--	--	-- --	--	--	
2	--	--	-- --	--	--	
3	1	31,673	33,460	34,801	36,144	37,485
4	2	32,237	34,025	35,366	36,709	38,050
5	3	33,578	35,367	36,708	38,050	39,391
6	4	34,919	36,708	38,049	39,391	40,732
7	5	36,260	38,049	39,390	40,731	42,072
8	6	38,100	39,887	41,228	42,571	43,912
9	7	39,843	41,632	42,973	44,314	45,655
10	8	41,401	43,190	44,531	45,872	47,213
11	9	42,742	44,531	45,872	47,213	48,554
12	10	44,083	45,872	47,213	48,554	49,895
13	11	45,424	47,213	48,554	49,895	51,236
14	12	46,765	48,554	49,895	51,236	52,577
15	13	48,089	49,878	51,219	52,560	53,902
16	14	54,512	56,096	57,458	58,721	59,983
17	15	62,764	64,706	66,163	67,619	69,076

Longevity = + 700 after 10 years in the district  
+ 400 after 15 years in the district  
+ 1,000 after 16 years in the district  
+ 1,000 after 17 years in the district  
+ 1,000 after 18 years in the district  
+ 400 after 20 years in the district  
+ 400 after 22 years in the district

**1996/97 Provisional STAFF  
Starting Salary Provision**

The parties agree that staff members hired during the 1996-97 school year who fall under the provisions of NJAC 6:11-4.2 shall be employed at a beginning salary of \$31,109 during the first year of their employment. Should said professional staff member's employment be continued into the second year, said staff member shall be moved to the salary level at which a second year staff member who entered the district with full certification would be placed.

# **PART 10**

## **TEACHER ASSISTANT TO THE PRINCIPAL SALARY GUIDES 1994-95 THROUGH 1996-97**

Level	BA	BA+30	MA	MA+30	PhD/EdD
1					
2					
3	50,705	51,598	53,118	54,264	55,084
4	51,956	52,850	54,369	55,522	56,337
5	53,208	54,101	55,621	56,779	57,588
6	54,459	55,352	56,872	58,037	58,840
7	55,710	56,605	58,125	59,294	60,091
8	56,962	57,857	59,376	60,552	61,342
9	58,213	59,108	60,628	61,809	62,595
10	59,466	60,359	61,879	63,067	63,846
11	63,298	64,194	65,712	66,934	67,679
12	65,124	66,740	67,538	68,794	69,539
13	66,948	68,564	69,362	70,652	71,397
14	68,959	70,575	71,373	72,701	73,446

Longevity = 700 after 10 years in the district  
400 after 15 years in the district  
1,000 after 16 years in the district  
1,000 after 17 years in the district  
1,000 after 18 years in the district  
400 after 20 years in the district  
400 after 22 years in the district  
400 after 25 years in the district

Also + 600 after 8 years in the position  
600 after 9 years in the position  
600 after 10 years in the position

**Schedule A - Part 11  
Salary Adjustments**

The following salary adjustments went into effect in the 1980-81 school year. For the 1979-80 school year, salary differentials existing under the 1976-79 Agreement shall remain in effect.

**ADJUSTMENTS FOR STAFF MEMBERS IN THESE POSITIONS AS OF SEPTEMBER 1, 1979**

Position Title	Years in Position Salary (add to Schedule A)	
Psychologists	1 - 4	\$ 1,000
	5 - 8	\$ 3,500
	9 and over	\$ 6,000
Learning Disabilities Teacher and Consultants	1 - 3	\$ 400
	4 - 5	\$ 1,000
	6 - 7	\$ 2,500
	8 and over	\$ 4,500 *
Reading Specialists	1 - 4	\$ 400
	5 - 7	\$ 1,400
	8 - 10	\$ 3,000
	11 and over	\$ 4,500

\*Staff members who had reached this length of service in the positions will continue the differential established in the 1976-79 AGREEMENT.

Note: Staff members who are presently receiving a higher salary adjustment than appears on Schedule A Part II with respect to years in position shall continue to receive the same adjustment. Eligibility is based upon number of years in position.

**ADJUSTMENTS FOR STAFF MEMBERS IN THESE POSITIONS AFTER SEPTEMBER 1, 1979**

Position Title	Years in Position Salary (add to Schedule A)	
Psychologists	1 - 3	\$ 1,000
	4 - 9	\$ 3,500
	10 and over*	\$ 6,000
Learning Disabilities Teacher and Consultants Social Workers	1 - 3	\$ 400
	4 - 6	\$ 1,000
	7 - 9	\$ 2,500
	10 and over*	\$ 4,500
Reading Specialists	1 - 3	\$ 400
	4 - 6	\$ 1,000
	7 - 9	\$ 2,500
	10 and over*	\$ 4,500

Effective September 1, 1992, Social Workers will be compensated according to the L.D.T.C. adjustment scale.

**SCHEDULE B  
IN-SERVICE CREDIT**

Teachers shall be given credit to be used toward equivalency levels in the Paterson School District. For each in-service workshop, conference, or program as outlined in ARTICLE 22, teachers shall receive credit at the rate of three (3) semester hours for every workshop (15) sessions at one (1) hour each, when taken outside of regular school hours.

**SCHEDULE C - PART 1  
CLUB & ADVISOR COMPENSATION**

A. A teacher shall be released from instruction assignments in the high school as follows:

Advisor to the Student Government Association	1 teaching period
School Newspaper Advisor	2 teaching periods
Audio Visual Director	1 teaching period
Senior Class Advisor	1 teaching period
Locker Advisor	1 teaching period
National Honor Society Advisor	1 Supervision period
Yearbook Advisor	2 teaching periods
Assembly Programmer	1 teaching period

B. The following clubs will be conducted after school hours at the discretion of the teacher advisor.

The Key Club	Future Nurses
The Z Club	Interact Club
The Chemistry Club	Afro-American History and Culture Club
The Math Club	Puerto Rican Organization
The Photography Club	Spanish Club
The French Club	Business Club
The Science Club	Future Homemakers of America
Future Teachers	

and many other clubs which are not listed here.

**SCHEDULE C - PART 2  
ATHLETICS SALARY GUIDES**

			<b>94-97 Inc.</b>	<b>1994-97 Salary</b>
<b>Group</b>	<b>Activity</b>	<b>Position</b>		
<b>HIGH SCHOOL ACTIVITIES</b>				
<b>A</b>	<b>Football</b>	<b>Head</b>		<b>\$6,516</b>
		<b>1st Step</b>	<b>\$365</b>	<b>\$6,881</b>
		<b>2nd Step</b>	<b>\$365</b>	<b>\$7,246</b>
		<b>1st Asst.</b>		<b>\$4,568</b>
		<b>1st Step</b>	<b>\$274</b>	<b>\$4,842</b>
		<b>2nd Step</b>	<b>\$274</b>	<b>\$5,116</b>
		<b>2nd, 3rd, 4th, 5th 6th &amp; Frosh. Assts.</b>		<b>\$3,898</b>
		<b>1st Step</b>	<b>\$274</b>	<b>\$4,172</b>
		<b>2nd Step</b>	<b>\$274</b>	<b>\$4,446</b>
<b>B</b>	<b>Basketball (Boys and Girls)</b>	<b>Head</b>		<b>\$5,055</b>
		<b>1st Step</b>		<b>\$5,420</b>
		<b>2nd Step</b>	<b>\$365</b>	<b>\$5,785</b>
		<b>1st Asst.</b>		<b>\$3,319</b>
		<b>1st Step</b>	<b>\$274</b>	<b>\$3,593</b>
		<b>2nd Step</b>	<b>\$274</b>	<b>\$3,867</b>
		<b>2nd &amp; 3rd Assts.</b>		<b>\$2,649</b>
		<b>1st Step</b>	<b>\$274</b>	<b>\$2,923</b>
		<b>2nd Step</b>	<b>\$274</b>	<b>\$2,197</b>
<b>C</b>	<b>Baseball, Softball, Soccer, Wrestling, Spring Track (Boy and Girls)</b>	<b>Head</b>		<b>\$4,324</b>
		<b>1st Step</b>	<b>\$365</b>	<b>\$4,689</b>
		<b>2nd Step</b>	<b>\$365</b>	<b>\$5,054</b>
		<b>1st Asst. &amp; Frosh Asst.</b>		<b>\$2,923</b>
		<b>1st Step</b>	<b>\$274</b>	<b>\$3,197</b>
		<b>2nd Step</b>	<b>\$274</b>	<b>\$3,471</b>

		94-97 Inc.	1994-97 Salary	
<u>Group</u>	<u>Activity</u>	<u>Position</u>		
<b>HIGH SCHOOL ACTIVITIES</b>				
D	Cross Country (Boys and Girls)			
	Band Director, Music Director,			
	Drama Coach, Dance Coach, Athletic Treasurer,			
	High School Faculty Treasurer, Volleyball,			
	Cheerleaders, Majorettes, Tennis			
	Head		\$3,624	
	1st Step	\$365	\$3,989	
	2nd Step	\$365	\$4,354	
	Assistant		\$2,588	
1st Step	\$274	\$2,882		
2nd Step	\$274	\$3,136		
<hr/>				
E	Bowling, Indoor Track, Golf			
	Rifle, Equipment Manager			
	Head		\$2,741	
	1st Step	\$274	\$3,015	
2nd Step	\$274	\$3,289		
<hr/>				
F	Team Trainer		\$3,897	
	1st Step	\$274	\$4,171	
	2nd Step	\$274	\$4,445	
	H.S. Athletic Director		\$7,978	
	1st Step	\$682	\$8,660	
	2nd Step	\$454	\$9,114	
	Assistant		\$5,481	
	1st Step	\$365	\$5,846	
	2nd Step	\$365	\$6,211	
	Coordinator of P.E.		\$3,532	
	Evening Functions for Nurses	See Article 12:7-1		
	<hr/>			
	<b>ELEMENTARY ACTIVITIES</b>			
G	Basketball Coordinator		\$2,000	
	Basketball Head Coach		\$ 650	
	Basketball Assistant		\$ 225	
	Cheerleaders Advisor		\$ 225	

**SCHEDULE C - PART 3  
ATHLETIC GUIDELINES**

- A. No coach will be appointed to coach more than two sports.
- B. No coach will be appointed to coach any two overlapping sports.
- C. The Director of Athletics shall be responsible for submitting requisitions of needed athletic equipment to the Secretary of the Board of Education before March 1 of each year. These requisitions to be submitted in a manner and form required to expedite the acquiring of the athletic equipment by public bidding as required by the statute prior to the beginning of the next season.
- D. Coaching assignments shall be made by the district for one year only and must be renewed from year to year.
- E. Administrative or supervisory professional personnel shall not be appointed to a coaching position in any school.

**Schedule C - Part 4**  
**Van Drivers Compensation**

1. Coaches who drive their own team in a van to an event shall be compensated at the rate of thirty dollars (\$30.00) per round trip.
2. Non-coaches and other staff who drive a team in a van to an event shall be compensated at the rate of forty dollars (\$40.00) per round trip.
3. No compensation shall be paid for field trips sponsored by the school which take place during the regular school day.
4. In emergencies declared and approved by the building principal, multiple payments of shuttles from high schools to Hinchcliffe Stadium may only be approved up to a maximum of ninety (\$90.00) dollars (three [3] round trips) in one day.



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